

## **CHAPTER ONE**

### **PREAMBLE**

#### **1.1 HISTORY:**

Lagos State University (LASU) was established by a Bill passed by the Lagos State House of Assembly and assented to by the first civilian Governor of Lagos State, Alhaji Lateef Jakande, on 22<sup>nd</sup> April, 1983. The institution was created by the Lagos State University Statute No. 1 of 1983. The Statute was revised in 1986 and evolved as the Lagos State Edict No. 5 of 1986. This Edict was later amended in November 1992 and cited as "The Lagos State University Edict, 1990." The Bill was later amended to Lagos State University, 2004 which is presently the subsisting Laws of the University.

The University took off with four omnibus Faculties, namely the Faculties of Law and Humanities, Engineering, Education and Science with a total student enrolment of about Five Hundred (500). Currently, the University has about Ten Thousand (10,000) full-time undergraduate student enrolment and operates Seven (7) Faculties, One College and Three (3) Schools for over One Hundred (100) undergraduates Courses as well as a virile Postgraduate School.

#### **1.2 OBJECTIVES OF THE UNIVERSITY:**

The Objectives of the Lagos State University shall be to:

- (a) form the apex of the educational system of the State, provide facilities for learning and give instruction and training in such branches as the University shall desire to foster and enable students obtain the advantage of liberal education;
- (b) promote research and other means of knowledge and practical application to social, cultural, economic, environmental, scientific, technological and ecological problems;
- (c) provide services that have practical applications in Industry, Government and in all areas of Human Development;
- (d) be a University with high moral values;
- (e) provide high level manpower with the capacity for self-employment and job creation;
- (f) encourage the advancement of learning and to provide the opportunity for acquiring higher and liberal education;
- (g) act as a vehicle of development in general and in particular as an instrument that will effectively stimulate the development of the State through continuing education, applied research, technical assistance, direct consultation, informational services, internship programme and student industrial work experience scheme;
- (h) provide innovative educational programmes of high standard in discipline which are relevant to Lagos State in particular and National Development in general;
- (i) provide access for citizens of Lagos State to higher education regardless of social status, or income;

- (j) meet the specific manpower needs of Lagos State;
- (k) serve as creative custodian, promoter and propagator of Lagos State's social and cultural heritage and other resources;
- (l) undertake undergraduate and post-graduate courses in Law, the Arts, Social Sciences, Education, the Sciences, Engineering, Technology, Environmental Sciences, Medical Sciences, Agricultural Sciences, Communication and Administration and other relevant fields of study established under Section 34(2) of LASU Law 2004;
- (m) adopt a merit-driven admission policy, open to Nigerians and International students with special preference to Lagosians using a guiding principle of 70:30 (Lagos State Indigenes: Others), whenever possible; and
- (n) undertake other activities appropriate for a University of the highest standard.

### **1.3 TITLE AND COMMENCEMENT:**

These Regulations may be cited as the Conditions of Service guiding Junior Staff of the Lagos State University and shall come into operation on October, 2016, unless otherwise expressly indicated.

### **1.4 APPLICATION:**

These Conditions of Service shall apply in respect of any office or employment in any College, School/Faculty, Centre, Department, Unit or Service which is a part of the Lagos State University".

### **1.5 INTERPRETATION:**

- (i) In the event of any question or doubt arising out of or in connection with these Regulations, the matter except on financial issues, shall be referred, in the first instance, to the Registrar and thence on appeal to the Vice-Chancellor whose decision shall supersede previous decisions.
- (ii) In respect of financial matters, the question shall in the first instance be referred to the Bursar and thence on appeal to the Vice-Chancellor whose decision shall supersede previous decisions.
- (iii) Where a member of staff is of the view that the interpretation of the Vice-Chancellor is prejudicial to him insofar as his terms and conditions of service are concerned, he may appeal to the Council against the decision of the Vice-Chancellor and the decision of the Council shall be final.

### **1.6 DEFINITIONS:**

General Words: In these Conditions of Service, the full import of the masculine gender shall include feminine gender. In addition, unless the context requests or permits, the following expressions shall have the meanings as indicated hereunder:

#### **Child of an Officer**

Means the biological child of an officer or a legally adopted child of an officer or the step child being the biological offspring of the spouse of the officer under 23 years of age and entirely dependent on the officer concerned.

**Next of Kin**

Designated relation (wife, husband, children, etc.) of an officer as indicated in his duly completed Personal Records and updated from time to time in his own hand writing.

**Leave**

Authorized absence of an officer from duty for specific period within a Calendar year of the University.

**Annual Leave**

Total number of approved vacation days to be spent by a staff annually within every calendar year according to his salary grade.

**Deferred Leave**

Any unutilized Annual Leave deferred with written authority of the University.

**Casual Leave**

Means the leave granted for exigencies other than ill health, in the manner specified by these Conditions of Service.

**Examination Leave**

Means leave granted to staff for the purpose of writing examinations for specified period.

**Inducement Allowance**

Means a payment additional to salary which the Council in its discretion considers necessary to induce staff.

**Contract Appointment**

Means an appointment for a definite period of one (1) year in the first instance recorded in a formal document of agreement.

**Petition**

A formal appeal to the Vice-Chancellor or the Governing Council for special consideration of a matter affecting an employee personally. It must be distinguished from a letter of representation and addressed to an appropriate senior officer of the University in the normal way. It should be routed through the Head of Department/Division of the Officer.

**The Chancellor**

The Chancellor shall take precedence over all members of the University and when present, shall preside at all meetings of Convocation held for the purpose of conferring Degrees.

**The Governing Council**

The Governing Council shall be the governing authority of the University and shall be charged with the general control and superintendence of the policy, finance and property of the University, including its public relations.

**The Vice-Chancellor**

The Vice-Chancellor shall exercise general supervision over the University and shall have general responsibility to the Council for maintaining and promoting the efficiency and good order of the University. He shall exercise the general supervision of the University, in addition to any other functions conferred on him by the Lagos State University Law 2004 or otherwise, of directing the activities of the University, and shall to the exclusion of any other person or authority be the Chief Executive Officer of the University.

**The Deputy Vice-Chancellor**

Means the Deputy Vice-chancellor of the University.

**Registrar**

Means the Registrar of the University.

**Bursar**

Means the Bursar of the University.

**College/Faculty/School**

Means College, Faculty or School constituted by Senate and approved by the Council of the University.

**Family**

A relation of an Officer, Spouse and Children up to a maximum of four (4) or in respect of an unmarried Officer, her Children up to a maximum of four (4), who are under the age of twenty-three (23) years and are entirely dependent on the Officer.

**Member of Staff**

Employee of the University holding a permanent established appointment as may be decided by Council from time to time.

**Session or Academic Year**

The period of twelve (12) months which begins on 1<sup>st</sup> October of a year and ends on 30<sup>th</sup> September of the following year unless otherwise regulated by the Senate of the University.

**Semester**

The duration in an academic year that splits the session into two namely First and Second Semester; First Semester being the first sixteen (16) weeks of an academic year and the Second Semester being the concluding sixteen (16) weeks of that same academic year.

**Leave Year**

The period from 1<sup>st</sup> January of a given year to 31<sup>st</sup> December of the same year within which the annual leave should be taken and exhausted.

**Promotion**

Elevation to the next higher salary grade based on merit and Performance. All promotions take effect from 1<sup>st</sup> of October of the year for which the promotion is due.

No promotion shall become effective until it has been approved and determined by Council.

**Accelerated Promotion**

Promotion granted to an employee to the next higher salary grade before he has completed the required minimum three years maturation period in his current salary grade level.

**Temporary Appointee**

An employee who is not on permanent appointment but employed for not more than a period of one year, within which the appointment must be regularised.

**Permanent Employee**

Any member of Staff appointed into an established permanent position as may be decided by Council.

**Department**

Any component of the University, academic or non-academic, recognized by Senate and Council as an integral part of the University.

**Unit**

Any component of the Department of the University, academic or non-academic, recognized by Senate and Council as an integral part of the University.

**Secretary**

Secretary of a constituent college such as an institute or School of the University.

**Centre**

Any structural component of the University charged with specialized functions established by the Senate and approved by Council.

**Confirmed Employee**

An employee whose appointment has been confirmed by Council.

**Cognate Experience**

Similar Experience in University Administration or similar/relevant organisation.

**Recognized Body**

A body with legal fiat as defined by the Federal/State Government and accepted by the Governing Council of the University.

**University**

Lagos State University as established by the Lagos State enabling law 2004 as amended.

**Misconduct**

Any specific act of wrong doing or improper behaviour, which, if investigated and proven could lead to termination or retirement.

Details of such misconduct are contained under Chapter Ten (Discipline) of this document.

**Serious Misconduct**

Any specific act of very serious wrong doing or improper behaviour which is inimical to the image and reputation of the University, which, if investigated and proven could lead to dismissal.

Details of such misconduct are contained under Chapter Ten (Discipline) of this document.

**Criminal Offence:**

This includes stealing, false pretence, extortion, forgery, official corruption and such kinds of offence involving moral turpitude as defined in the Criminal Code of Nigeria and as may be from time to time be defined in any criminal penal code in force in any part of the Federation of Nigeria.

**Lines of Communication**

In order that communication within the University Community be efficient and effective, all communications to the Vice-Chancellor shall be routed through the respective Head of Unit, Department or Division as well as Dean of Faculty or Registrar as appropriate.

No External Communication shall be made in the name of the University, without prior clearance from the Vice-Chancellor through the Registrar.

**Public Service**

A body or organ which enjoys continuity of service or employment recognized as such from time to time by the constitution.

**Transfer Value**

That amount paid and accepted in complete discharge of pension liability in respect of an employee at the time of his transfer to or from a public service or the University.

**Monthly Emolument**

A total sum of Basic Salary, Housing Allowance, Transport Allowance and other allowances as may be approved by Council from time to time.

**Pension Fund**

An investment fund within the pension scheme which is intended to accumulate during an individual working life from contributions and investment income, with the intention of providing income in retirement from the purchase of an annuity or in form of a programmed withdrawal, with the possible option of an additional tax free cash lump sum being paid to the individual.

**Pension Fund Asset**

Assets which collectively constitute a Pension Fund.

**Pension Fund Administrator**

Any corporate body licensed by the National Pensions Commission and registered by the Lagos State Pension Commission (LASPEC) as a Pension Fund Administrator.

**Retirement Savings Account**

An account opened with a Pension Fund Administrator as specified in Section 18 of Pension Reform Act No. 60 of 2004, amended in 2007, and as may be amended from time to time.

### **Appointment on Probation**

All first appointments to the pensionable establishment must be on probation. However, an employee/officer confirmed in a lower pensionable office will not be regarded as on probation in a higher post to which he/she is promoted nor will an officer seconded or transferred as a confirmed officer from Pensionable Service/Institution elsewhere.

### **Period of Probation**

Period of two (2) years for which an employee is required to serve before being confirmed.

### **Confirmation of Appointment**

To be eligible for confirmation in the Permanent Establishment, an employee/officer appointed on probation is required to pass the prescribed examination, if any, during his probationary period and to complete his probationary period to the satisfaction of the University Authority empowered to appoint him. At the end of the period of probation the officer will, unless his probationary appointment is terminated or extended, be confirmed in his appointment.

### **Reference:**

Reference letter from a referee shall only apply to appointments. For promotions, the open Annual Performance Evaluation Report (APER) will apply.

### **Official Secrets Act**

All personnel allowed access to classified information should be aware that such information is protected by the official secrets Acts 1962. They should be required, therefore, to sign a declaration of secrecy when they are first being given access to classified information.

### **Oath of Secrecy**

As soon as possible, all personnel allowed access to classified information should swear or affirm to the oath of secrecy as stipulated under the provisions of the Oaths Act, 1963.

### **Budget**

Financial forecast of the institution detailing income and expenditure [Estimate of Overhead Personnel and Capital Costs]

## **OFFICIAL ABBREVIATIONS**

**Abbreviation commonly used in official correspondence, but rarely in communication with the general public including the following:**

a.b.c.	“	“	“	“	“	at back cover
a/c	“	“	“	“	“	account
Ag	“	“	“	“	“	Acting

<b>A.I.E.</b>	"	"	"	"	"	<b>Authority to Incur Expenditure</b>
<b>a.y.c</b>	"	"	"	"	"	<b>at your convenience</b>
<b>b.c</b>	"	"	"	"	"	<b>back cover</b>
<b>B/F</b>	"	"	"	"	"	<b>Brought Forward</b>
<b>b.o.f.</b>	"	"	"	"	"	<b>back of file</b>
<b>B.U.</b>	"	"	"	"	"	<b>Bring Up: Brought Up</b>
<b>B.U.F</b>	"	"	"	"	"	<b>Bring Up File</b>
<b>C.C.</b>	"	"	"	"	"	<b>Carbon Copy</b>
<b>C/F</b>	"	"	"	"	"	<b>Carried forward</b>
<b>Cap</b>	"	"	"	"	"	<b>Chapter (usually of the Laws)</b>
<b>c/o</b>	"	"	"	"	"	<b>Care of</b>
<b>Conf</b>	"	"	"	"	"	<b>Confidential</b>
<b>Cons</b>	"	"	"	"	"	<b>Consideration</b>
<b>Cont'd "</b>	"	"	"	"	"	<b>Continued</b>
<b>D.</b>	"	"	"	"	"	<b>Director</b>
<b>D.A.V.</b>	"	"	"	"	"	<b>Department Adjustment Voucher</b>
<b>d/d</b>	"	"	"	"	"	<b>Dated</b>
<b>D.D</b>	"	"	"	"	"	<b>Deputy Director</b>
<b>Dept</b>	"	"	"	"	"	<b>Department</b>
<b>D/o</b>	"	"	"	"	"	<b>Demi official (letter)</b>
<b>D.V.E.A. Book</b>	"	"	"	"	"	<b>Department Vote Expenditure Account</b>
<b>Book</b>	"	"	"	"	"	
<b>e.g</b>	"	"	"	"	"	<b>for example</b>
<b>Enc.</b>	"	"	"	"	"	<b>Enclosure</b>
<b>E.T.A.</b>	"	"	"	"	"	<b>Estimated Time of Arrival</b>
<b>e.t.c.</b>	"	"	"	"	"	<b>and so on</b>
<b>E.T.D.</b>	"	"	"	"	"	<b>Estimated Time of Departure</b>
<b>F.&amp;P.A</b>	"	"	"	"	"	<b>File and Put Away</b>
<b>f.f.a.</b>	"	"	"	"	"	<b>for further action</b>
<b>f.i.o.</b>	"	"	"	"	"	<b>for information only</b>
<b>f.n.a</b>	"	"	"	"	"	<b>for necessary action</b>
<b>F.R.</b>	"	"	"	"	"	<b>Financial Regulations</b>
<b>f.y.c.</b>	"	"	"	"	"	<b>for your consideration</b>
<b>f.y.i.</b>	"	"	"	"	"	<b>for your information</b>
<b>H.E</b>	"	"	"	"	"	<b>His Excellency</b>
<b>H.O.D</b>	"	"	"	"	"	<b>Head of Department</b>
<b>H.O.C.S.F</b>	"	"	"	"	"	<b>Head of Civil Service of the Federation</b>
<b>Hon.</b>	"	"	"	"	"	<b>Honourable</b>
<b>Hqrts.</b>	"	"	"	"	"	<b>Headquarters</b>
<b>h/y</b>	"	"	"	"	"	<b>herewith</b>
<b>i/c</b>	"	"	"	"	"	<b>in charge of</b>
<b>i.d.c.</b>	"	"	"	"	"	<b>in due course</b>
<b>i.e</b>	"	"	"	"	"	<b>(ID/EST) that is, in other words</b>
<b>i.f.o.</b>	"	"	"	"	"	<b>in favour of</b>
<b>k.i.v.</b>	"	"	"	"	"	<b>keep in view</b>
<b>L.G</b>	"	"	"	"	"	<b>Local Government</b>
<b>L.P.C.</b>	"	"	"	"	"	<b>Last Pay Certificate</b>
<b>L.P.O</b>	"	"	"	"	"	<b>Local Purchase Order</b>
<b>Misc</b>	"	"	"	"	"	<b>Miscellaneous</b>
<b>n.a.</b>	"	"	"	"	"	<b>not applicable(or necessary action)</b>



n.a.t	"	"	"	"	"	necessary action taken
N.B	"	"	"	"	"	Nota Bene (take notice)
n.f.a	"	"	"	"	"	no further action
O/C	"	"	"	"	"	Office-in -Charge
O.K	"	"	"	"	"	all correct
P.A	"	"	"	"	"	Put Away/Personal Assistant
Para	"	"	"	"	"	paragragh
Perm.Sec	"	"	"	"	"	Permanent Secretary
P.S	"	"	"	"	"	postscript: i.e. written afterwards
pp(or pp)	"	"	"	"	"	pages, papers
P.T.O.	"	"	"	"	"	Please Turn Over
P.U.	"	"	"	"	"	Put Up (papers of suggestion to an official)
P.V.	"	"	"	"	"	Payment Voucher
q.e.d.	"	"	"	"	"	which was to be demonstrated
recd	"	"	"	"	"	received
Re.	"	"	"	"	"	Reference
RSVP	"	"	"	"	"	Respondez S'il Vous Plait (Reply if you please)
R.V	"	"	"	"	"	Receipt Voucher
Sec	"	"	"	"	"	Secretary (or Section)
s.f.c	"	"	"	"	"	submitted for consideration
s.f.i	"	"	"	"	"	submitted for information
s.f.s	"	"	"	"	"	submitted for signature
S.G.F.	"	"	"	"	"	Secretary to the Government of the Federation
S.I.V	"	"	"	"	"	Stores Issue Voucher
S.R.V	"	"	"	"	"	Stores Receipt Voucher
"T"	"	"	"	"	"	Temporary
T/y or T.y	"	"	"	"	"	Thank you
u.f.s	"	"	"	"	"	under flying seal (to pass through a higher authority)
w.r.t.	"	"	"	"	"	With reference to
your let	"	"	"	"	"	Your Letter

2. Expression which is frequently used in Government/Higher Institution business are listed below. They may be used in all formal minutes and correspondence but must be underlined. Non-English words or phrases used in official correspondence should always be underlined. E.g.

Ad infinitum	"	"	"	"	"	without end
Ad valorem	"	"	"	"	"	according to value
Et. Cq.	"	"	"	"	"	and the following (and what follows)
Idem (id)	"	"	"	"	"	the same
Inter alia	"	"	"	"	"	among other things
In toto	"	"	"	"	"	entirely
Ipsa facto	"	"	"	"	"	by that very fact
Pari passu	"	"	"	"	"	on an equal footing
Per se	"	"	"	"	"	by itself, considered apart

<b>Prima facie</b>	“	“	“	“	“	<b>at the first glance</b>
<b>Pro rata</b>	“	“	“	“	“	<b>proportionately</b>
<b>Sine die</b>	“	“	“	“	“	<b>indefinitely</b>
<b>Status quo</b>	“	“	“	“	“	<b>existing state of affairs</b>
<b>Utral vires</b>	“	“	“	“	“	<b>beyond their powers</b>
<b>Vide</b>	“	“	“	“	“	<b>see</b>
<b>Viz</b>	“	“	“	“	“	<b>namely to wit.</b>

**3. When used in this Handbook, the words in the first column have the meanings shown in the second column.**

<b>Minute/Memo</b>	“	“	“	“	“	<b>Written submission to present a view or position on an issue</b>
<b>Brief on a</b>	“	“	“	“	“	<b>Written submission on an extant position</b>
<b>Filing Cabinet</b>	“	“	“	“	“	<b>subject matter</b>
<b>files</b>						<b>Racks, shelves or other repositories for</b>
<b>Flimsies written</b>	“	“	“	“	“	<b>Carbon copies of out-going letters and submissions</b>

## CHAPTER TWO

### APPOINTMENT

#### 2.0 THE APPOINTMENTS AND PROMOTIONS (JUNIOR) COMMITTEE

**A.** There shall be a Standing Committee known as the Appointments and Promotions (Junior) Committee constituted as follows:

- |       |   |   |           |
|-------|---|---|-----------|
| i.    | Registrar                                     | - | Chairman  |
| ii.   | Two (2) External Members Representing Council | - | Member    |
| iii.  | Bursar  | - | Member    |
| iv.   | University Librarian or his Representative    | - | Member    |
| v.    | Director, Health Services                     | - | Member    |
| vi.   | Director, Works and Physical Planning         | - | Member    |
| vii.  | Director, University Multimedia Centre        | - | Member    |
| viii. | Director, Academic Planning                   | - | Member    |
| ix.   | Director, Internal Audit                      | - | Member    |
| x.    | Head of Registry Epe Campus                   | - | Member    |
| xi.   | Chief Security Officer                        | - | Member    |
| xii.  | Deputy Registrar/Head NASE                    | - | Secretary |

**B. TERMS OF REFERENCE**

- i. To consider and report to Council all matters of appointments and promotions of Junior Staff in the University.
- ii. To operate the approved procedures for appointments and promotions for Junior Staff.
- iii. To review requests for additional Junior Staff in line with the budget and recommend as appropriate for appointment.
- iv. To consider the annual Junior Staff estimate and submit for the consideration and approval of Council.
- v. To consider application for Study Leave, Training Leave **and Leave of Absence** in accordance with regulations and laid down criteria and report to Council.
- vi. To consider any other matters referred to it by Council.

**C. QUORUM**

The quorum of the Appointments and Promotions (Junior) Committee shall be one third ( $\frac{1}{3}$ ) of its membership or the nearest whole number.

In the absence of the Registrar, the Registrar shall nominate one of the Representatives of Council to preside over the meeting of the Appointments and Promotions (Junior) Committee.

If for any reason a vote has to be taken on an issue, a simple majority **vote** of the members present shall be required to make decision valid.

## **2.1 PROCEDURE FOR APPOINTMENTS**

## **2.2 VACANCIES:**

Vacancies in any Department shall be filled **internally** by Promotion, Appointment or Conversion and **externally** by an Advertisement and appointment interview. No appointment shall be made unless Financial Provision has been made for it.

## **2.3 NOTIFICATION OF VACANCIES:**

- i. All vacant established posts for appointment on CONUNASS 01-05 shall normally be advertised internally and externally.
- ii. The basic qualifications laid down in the Regulations must be strictly followed in shortlisting both internal and external Candidates.
- iii. All applicants shall apply in writing to the Registrar in response to advertisement.
- iv. Priority shall be given to the indigenes of Lagos State in recruiting Junior Staff in Lagos State University.

## **2.4 DATE AND CONTENT OF ADVERTISEMENTS:**

Advertisement of Vacancies shall be done by the Registrar periodically so as to enable recruitment and appointment to vacant posts. The advertisement shall specify requisite conditions, such as qualifications, cognate experience for the vacant post(s) and the manner of application.

## **2.5 PROCESSING OF APPLICATIONS:**

The Registrar shall forward a copy of every application received to the Head of the Department concerned within seven [7] days from date of expiration of the advertisement. He shall also acknowledge all applications received. **The Registrar shall ensure that applicants who had been shortlisted are duly invited for the interview.**

## **2.6 SHORTLISTING:**

The shortlisting of all applications shall then be done by user Department/Dean after appropriate consultation. **The user Department shall forward to the Registrar within seven (7) days of receipt of the applications from the Registrar, its report of the shortlisted candidates.**

### **2.6.1 INVITATION OF CANDIDATES FOR INTERVIEW AND APPOINTABILITY**

- i. **All shortlisted candidates shall undertake a Computer Based Test [CBT] [involving test of professional competency, Information Technology [IT] and General Knowledge (including Use of English)] and score minimum of 50% to be eligible for invitation for interview"**
- ii. **Candidate must obtain minimum of 50% at the oral interview to be appointable.**

## **2.7 INTERVIEW OF CANDIDATES AND OFFER OF APPOINTMENT:**

- a. All Permanent Appointments to Junior Staff Positions shall be made through an interview conducted by a panel on which the Registrar and the Head of Department concerned are represented. Other members of staff may be co-opted if and when it will facilitate the work of the Panel. No appointment shall be offered until the recommendation of the Interview Panel is approved by the Appointments and Promotions (Junior Staff) Committee and ratified by Council.
- b. **After the Computer Based Test [CBT] Examination, verification of claim to Lagos State Origin by candidates, if any, shall be concluded before the eligible candidates are invited for oral interview. Towards this end, the Indigeneship Verification Committee must ensure that the verification exercise for this group is concluded within one-week and the report forwarded to the Registrar.**

## 2.8 CRITERIA FOR SCORING/WEIGHTING FOR APPOINTMENT OF JUNIOR STAFF IN LAGOS STATE UNIVERSITY

### A. ACADEMIC/PROFESSIONAL/TECHNICAL QUALIFICATIONS AND THEIR ASSOCIATED POSITIONS

S/N	POSITIONS	QUALIFICATIONS	MARK
i	<b>J.S. III/S.75</b>	O'Level attempt with credit in 3 subjects at 1 sitting	10
		O'Level attempt with credit in 3 subjects at 2 sittings	8
		O'Level attempt with credit in less than 3 subjects	6
		J.S. III and others	5
ii	<b>O'LEVEL</b>	5 O'Level Distinctions/Credits at 1 sitting with Distinctions in at least 3 relevant subjects	10
		5 O'Level Distinctions/Credits at two (2) sittings with Distinctions in at least 3 relevant subject	8
		5 O'Level /Credit Passes in relevant subjects at one (1) sitting	8
		5 O'Level/Credit Passes in relevant subjects at two (2) sittings	6
iii	<b>ARTISANS</b>	NABTEB/City and Guild with Credit in all relevant number of subjects	10
iv	<b>ND (NATIONAL DIPLOMA)</b>	ND or equivalent with Distinction	10
		ND or equivalent with Upper Credit	8
		ND or equivalent with Lower Credit	6
		ND or equivalent with Pass	4

### B. GENERAL

i	Work Experience where applicable(1 mark for every one (1) year up to maximum of ten (10) years)	10
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ii	Relevance of Experience	5
iii	Lagos Indigenship	10
iv	Reference	5
v	Interview Performance	35

**C. APPOINTABILITY LEVEL FROM A AND B IS 50% OF TOTAL MARK OBTAINABLE**

**2.9 INTERVIEW PERFORMANCE:**

- i. Assessment of interview performance shall only apply to appointment but not to internal promotions.
- ii. Interview panels are advisory to the Appointments and Promotions (Junior Staff) Committee. The Report and Recommendations of an Interviewing Panel shall be confidential and must be submitted to the Appointments and Promotions Committee not later than two (2) weeks from the date of interview.

**2.10 CATEGORIES OF POST:**

**i. Established or Permanent Post**

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

**ii. Temporary Post:**

- a. Every temporary appointment shall be as stated in the Letter of Appointment. If the appointment has not ceased before the expiration of the stipulated length of service, the Head of Department concerned shall recommend to the Registrar for renewal or for regularization.
- b. No Temporary Appointment shall continue for more than one (1) year unless it is on a research or other project of uncertain duration.
- c. At the end of the first six (6) months in service, the appointee is required to transfer his temporary appointment to permanent one subject to vacancy.
- d. Temporary period of service of a person appointed to an established post shall count as part of the period of probation.

**2.11 REFERENCE:**

Reference shall only apply to appointments. For promotion, the open Annual Performance Evaluation Report system shall apply.

**2.12 AGREEMENTS:**

Every appointment, whether permanent or temporary, shall be in writing by the Registrar and shall not be valid until it has been accepted in writing by the appointee.

**2.13 DECLARATION OF AGE:**

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

#### **2.14 PROBATION AND INDUCTION:**

All appointees to the established posts shall undergo probation of two (2) years after which they will become eligible for confirmation, subject to a report of satisfactory work and conduct by the Head of Department concerned. Temporary Service of any appointee to an established post shall count as part of the period of probation. After the first year of the probation period, an employee shall be made to undertake and be examined on prescribed induction courses as follows:

- Use of English
- General Paper
- Conditions and Schemes of Service
- Financial Regulations
- Office Procedures
- Special Papers related to respective Cadres
- Elementary mathematics [where applicable]; **and**
- **Any other relevant trainings**

A confirmed employee who transfers from any other Nigerian Public Tertiary/Research Institute or Public Service shall be deemed to have been confirmed for the purpose of these regulations.

#### **2.15 CONFIRMATION:**

To be eligible for confirmation, all employees on probation, in addition to report of satisfactory work and conduct, shall be required to pass the combined examination for confirmation and advancement at minimum of 50% average from the prescribed induction courses. For the purpose of job peculiarity, Clerical Officers and Clerical Assistants shall be confirmed with at least 50% score in English.

**2.16** If after two (2) years probationary service, an employee's appointment cannot be confirmed either because his work and conduct has been unsatisfactory, and or has not passed the combined confirmation and advancement test, his probationary service may be extended by a further period of one [1] year in the first instance. However, if at the end of two (2) years extension, such employee has not met the Conditions for confirmation, his appointment shall be terminated.

**2.17** When the appointment of a probationary staff is terminated under the provision of paragraph 2.14 of this section, he shall receive one month's salary in lieu of notice.

**2.18** The appointment of any employee who is on probation may at any time and for any good cause be terminated but he shall be entitled to one (1) calendar month's notice



or one (1) month salary in lieu of notice. If termination is due to proven employee's misconduct, the same condition shall apply.

**2.19 MEDICAL EXAMINATION:**

All appointments to established posts shall be subject to a satisfactory medical report of fitness issued by a legally qualified Medical Practitioner and approved by the University's Director of Health Services.

**2.20 DESIGNATION:**

The Designation of the employees of the University shall be as contained in the **subsisting** Schemes of Service.

**2.21 EMPLOYMENT OF MARRIED WOMEN:**

Married women shall be eligible for appointment to any post in the University. However, only on exceptional cases with the approval of the Vice Chancellor, shall a married woman be appointed to the same Department as her husband.

**2.22 DISQUALIFICATION FOR APPOINTMENT:**

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

**2.23** An employee whose appointment in the University has been terminated on grounds of misconduct or inefficiency may not be re-appointed to the University's service except on special grounds proven to the satisfaction of the Council.

**2.24** An employee who has secured employment by false claims, e.g. claiming to have or possess a certificate not possessed or to have filled a post not held, shall, on detection, be summarily dismissed.

**2.25 TRANSFER OF SERVICE:**

An employee who wishes to transfer his service from the University shall give one month's notice of his intention to do so.

**2.26 APPOINTMENT ON TRANSFER, SECONDMENT AND TRANSFER:**

- i. Appointments of staff shall be made to established posts on a permanent basis whether on secondment or on transfer of service but NOT on Casual basis.
- ii. Appointments on secondment may be made from an approved service on terms mutually agreed between the University and the previous employer. However, in exceptional cases, an officer on secondment may be permanently retained at his instance, subject to approval of Council.
- iii. Unless otherwise agreed, employees shall be paid from the date they assumed duties with the University.

- iv. Every employee of the University is liable to assignment of duties either in Lagos, Epe, Badagry or such other duty station of the University as may be determined.

## **2.27 OUTSIDE COMMITMENTS AND DEVOTION TO DUTY:**

- i. All employees of the University are required to devote their Full-Time to the University.
- ii. An employee shall not engage in any other gainful employment, business, trade or other professional practice without the authorization of the University.

## **2.28 DETERMINATION OF APPOINTMENT**

### **2.28.1 Resignation of Appointment/Withdrawal of Service**

- i. An employee may at any time resign his appointment or withdraw his service in the University as the case may be, by giving one (1) month's notice of his intention to do so in writing, addressed through his Head of Department to the Registrar or pay one (1) month's salary in lieu of notice.
- ii. Resignation of appointment or withdrawal of service shall normally be accepted unless there is a reason not to do so.
- iii. An employee who fails to comply with paragraph 2.28.1(i) above or ceases to attend duty before his resignation of appointment or withdrawal of service is accepted, shall be deemed to have absconded from his duty post and shall therefore be subject to dismissal.
- iv. The University reserves the right to waive all or part of the period of notice.

## **2.29 RETIREMENT**

In line with LASU Law 2016 [as amended], a Non-Academic staff shall retire compulsorily on the attainment of the age of Sixty-Five [65] years, unless otherwise reviewed. It should be noted further, that:

- i. An officer may voluntarily retire before attainment of the statutory age of sixty-five (65) years after having put in minimum of ten (10) years of service but shall not earn pension unless or until such officer reaches the mandatory age of forty-five (45) years in accordance with the 2014 Contributory Pension Law as amended.
- ii. A non-teaching staff shall upon the attainment of the age of sixty-five(65)years be mandatorily requested to retire from the services of the University.
- iii. An employee who is re-engaged [as contract staff] after the retirement age of sixty-five (65) years shall be required to undergo a medical examination of fitness.
- iv. The University shall give three (3) month's notice to an employee who is required to retire. An employee who is to retire statutorily at the age of sixty-five (65) years shall also give three (3) months notice of his intention to retire.
- v. On retirement, an employee shall be granted terminal leave in accordance with these regulations.
- vi. An employee may be required to retire on medical grounds if the Medical Board declares him to be so medically unfit that he is incapable of carrying out his

duties and that there is no reasonable likelihood of his being able to resume duties.

- vii. An employee may be compulsorily retired on grounds of public policy if he engages himself in acts which are prejudicial to the interests of the University.

## **2.30 REDUNDANCY**

- i. If because of re-organization in a Department, a permanent employee becomes redundant, he may be retired or have his appointment terminated by the University as the case may be.
- ii. The employee shall be given one (1) month's salary in lieu of notice.
- iii. The employee may be granted leave and other benefits due to him.

## **2.31 DUTIES OF STAFF**

### **i. Responsibility**

The employee shall be responsible to the Head of Department for the performance of his duties. He shall be required to take part in the general work and be subject to discipline of the University.

### **ii. Duties**

The duties of every employee shall include the usual duties of his office and such other duties as he may probably be assigned or called upon to perform from time to time.

### **iii. Posting**

The Head of Department has the responsibility to post staff in his Department to various Units and Sections, as he may deem fit.

### **iv. Obligation of Employment**

All employees are regarded, as being on Full-Time appointments requiring that an employee shall devote his full time to the proper performance of his duties.

## CHAPTER THREE

### PROMOTION AND INCREMENT

#### 3.1 i. **Promotion Defined**

Promotion means the advancement of an employee to an office or position of higher rank or salary grade on the grounds of merit, which is inclusive of satisfactory conduct, efficient performance of the employee in his current position as well as success in the promotion examination. More importantly, promotion is based on the assessed overall ability to assume the responsibility for the higher post, by reference to the overall requirements of the higher post.

#### ii. **Financial Provision**

Financial provision shall be made for promotion in the current annual personnel budget estimates to meet the cost and accommodate staff that had reached the maturation period based on merit as and when due.

#### 3.2 **QUALIFICATION AND CONDITIONS FOR PROMOTION**

- i. In line with extant rules, candidates for promotion shall possess the requisite qualification, experience and other requirements of the post for which they are being considered. However, the Appointments and Promotions (Junior Staff) Committee may in special cases, waive any particular qualification in respect of an employee of outstanding merit who may, by reference to his conduct, age, maturity and experience, be expected to fully discharge the duties of the higher office.
- ii. **Candidates shall not be promoted unless they have completed the maturation period of three (3) years on their current grade on 1st October of the year the promotion is due and provided they have a minimum of 65% aggregate score from the summation of two Assessment Parameters thus:**
  - a. **Average of three (3) consecutive APER scores to account for 50%; and**
  - b. **Promotion examination to account for 50%**
- iii. **To qualify for promotion even with the 65% aggregate score from iia and iib above shall be with the condition that such candidate shall obtain minimum of 40% or 20 marks of 50 from the promotion examination.**
- iv. **Any candidate who obtains below 65% aggregate in iia and iib above or obtains 65% but scores below 40% or 20 marks out of 50 in the Examination shall not be promotable.**
- v. Promotion to a higher post shall, as far as possible, be subject to the creation of an established post in the higher grade and the financial provision in the current annual personnel budget estimates.
- vi. The passing of Trade Test or an Examination will enhance competence **but shall NOT qualify** any employee for automatic promotion.
- vii. No Temporary employee shall be considered for promotion.

- viii. Employees must accept the limitation of their jobs and be prepared to stay at the terminal point of their salary grade level unless avenue for advancement exists and such employees are considered Prima Facie Qualified (PFQ) and recommend by their Heads of Departments to merit promotion.
- ix. Promotions shall be made by the Appointments and Promotions (Junior Staff) Committee at its meeting usually held between May and June of each academic year.
- x. Before a decision is taken on a recommendation for promotion, the Head of Department may be requested by the Appointments and Promotions (Junior Staff) Committee, to defend his recommendations.
- xi. The Registrar shall communicate in writing, the promotions immediately after approval of Council.

### **3.3 REGRADING**

Any elevation of staff member to a rank of higher status which does not meet the minimum requirements under paragraph 3.2 shall be deemed as re-grading which is justifiable only on grounds that the employee had been previously under-graded by reference to his qualifications, cognate experience and ability or has achieved a higher qualification from a training or education specifically identified and sponsored by the University.

### **3.4 PROCEDURE FOR PROMOTION**

- i. Recommendations for promotion shall be made at the Appointments and Promotions (Junior Staff) Committee at its meeting for such matters usually held between May and June of each year.
- ii. Appointments and Promotions (Junior Staff) Committee will consider only such recommendations put forward and supported by the Head of Department concerned. The recommendations shall be made on the prescribed format which shall be forwarded to the office of the Registrar on or before **30<sup>th</sup> of April** of each year.
- iii. It shall be in order for a staff not recommended for promotion to state his case in writing through his Head of Department to the Registrar, who in turn shall present the case to the Appointments and Promotions (Junior Staff) Committee for consideration.
- iv. Any staff who feels that his case has been unfairly treated by a decision of the Appointments and Promotions (Junior Staff) Committee in respect of promotion may appeal to the Vice-Chancellor. The Vice-Chancellor shall ensure that the representations of the staff are examined in the light of all available facts.

### **3.5 ACCELERATED PROMOTION**

The following rules shall govern the consideration of all recommendations for accelerated promotions;

- i. Accelerated promotion rules shall be considered only in respect of employees that have spent a minimum of two (2) years in post whilst normal promotions shall be in respect of staff who have spent the maturation period of three (3) years in post.
- ii. Recommendation for accelerated promotion shall have to be justified on one or more of the following grounds:
  - a. Enlarged Schedule;
  - b. Increased responsibility arising either from growth of the Department or from unforeseen circumstances or both; and
  - c. Reward for outstanding staff performance adjudged to be substantial towards the achievement of the goals and objectives of their respective Departments or the University.

### **3.6 ANNUAL STAFF PERFORMANCE EVALUATION AND DEVELOPMENT REPORT**

- i. The assessment of members of staff for promotion shall take into account among other things, the conduct, efficiency and devotion to duty of the staff concerned. In order to provide an objective basis for a continuing assessment, all Heads of Departments are to submit an Annual Performance Evaluation and Development Report **using the prescribed form approved for that purpose by the University on every employee** within the Department who has completed not less than six (6) months in the employment of the University from the date of assumption of duty.
- ii. Each Annual Performance Evaluation Report mentioned in (i) above shall be written in triplicate. One copy shall be retained by the Head of Department who shall forward two copies to the Registrar. The report shall include an appraisal of the work, and conduct of the staff member in respect of whom it is written for the preceding twelve months and shall be submitted to reach the Registrar not later than **30<sup>th</sup> of April** of every academic session. Annual Performance Evaluation Report shall before submission be brought by the Head of Department to the notice of the member of staff in respect of whom it is written, who shall initial the report. If he so desires, he may comment thereon for the attention of the Appointments and Promotions (Junior Staff) Committee.

### **3.7 EFFECTIVE DATE OF PROMOTION**

Promotion shall NOT take effect earlier than the 1st day of October on which the promotion is due.

### **3.8 POINT OF ENTRY ON PROMOTION**

Any Staff on promotion to a higher salary scale shall enter the scale on the step which is immediately higher than the incremental step he has reached in his previous salary scale.

### **3.9 WITHDRAWAL OF PROMOTION**

- i. Promotion is not a right but a privilege. At any time after a promotion is communicated to a member of staff, the Appointments and Promotions (Junior Staff) Committee may, if considered necessary in the interest of the University

- withdraw, suspend or defer the said promotion. For the avoidance of doubt, Appointments and Promotions (Junior Staff) Committee may take such action on the grounds that the promotion previously granted was based on error of misrepresentation or false information or on the grounds of misconduct or other reasonable cause established after the notification of the said promotion.
- ii. Any action of the Appointments and Promotions (Junior Staff) Committee under (i) above shall forthwith be reported to the Vice-Chancellor, and any staff affected by the said action may appeal to the Vice-Chancellor, within a period of six [6] weeks from the date of receipt of the notice of the Appointments and Promotions (Junior Staff) Committee decision.

### **3.10 ANNUAL INCREMENT**

- i. Annual increment is automatic except when an employee has a disciplinary case in which case the Annual Increment is deferred or withheld with the approval of the Appointments and Promotions (Junior Staff) Committee or Council.
- ii. The incremental date of members of staff shall be the 1<sup>st</sup> day of October. No increment shall be granted in any year to employees appointed into service of the University or who enters a new salary scale, on or after 1<sup>st</sup> day of April of the Year.
- iii. A member of staff who has not reached the maximum point in the salary scale grade applicable to him shall be granted an increment annually in accordance with the appropriate salary scale.

### **3.11 DEFERMENT/WITHDRAWAL OF INCREMENT**

- i. Where a Head of Department is satisfied that an employee has not attained the requisite standards of efficiency and/or conduct, he may recommend the deferment or withholding of the employee's increment and the matter shall forthwith be referred to the Appointments and Promotions (Junior Staff) Committee.
- ii. If the Appointments and Promotions (Junior Staff) Committee decides that the increment of an employee be withheld or deferred, the decision and the grounds thereof shall be communicated to the employee who may, within six [6] weeks of being notified of the decision, appeal to the Committee against the decision.
- iii. When the increment of an employee is deferred or withheld, the Head of Department shall make a report to the Appointments and Promotions (Junior Staff) Committee at the end of six (6) months for which the increment is deferred or withheld to enable the Committee review the decision.
- iv. An increment which has been deferred or withheld shall not subsequently be granted with retrospective effect in the case of staff found culpable of inefficiency or misconduct.
- v. Where an increment of a member of staff is withheld for any period of up to two (2) years, he shall have his appointment terminated on grounds of inefficiency provided however that due process is followed.

## **CHAPTER FOUR**

### **SALARIES AND INCREMENT**

#### **4.1 SALARIES**

The Financial Regulations contains guidance on the payment of Salaries and Wages and all other financial activities of the University.

##### **4.1.1 Salary on Appointment**

On first appointment, salary shall, as a general rule, be paid from the date of assumption of duty.

##### **4.1.2 Salary on Transfer from other Tertiary Institutions or Public Service.**

On transfer from another Tertiary Institution or Public service to the University, a member of staff shall be eligible for the salary attached to his new office from the day he assumes duty.

##### **4.1.3 Salary on Promotion within Incremental Salary Scale.**

The following rules shall apply where an officer is promoted in the ordinary course within the University to an office carrying salary on an incremental salary scale:

- a. when the staff is promoted to a higher salary grade that does not overlap his old salary grade, he will be placed at the minimum point of his new salary grade.
- b. If his salary in the former post is higher than the minimum point of the new salary grade, he will be placed on the next point, higher than his former salary after taking into consideration the increment he would have earned if he had not been promoted.

#### **4.2 INCREMENT RULES**

##### **4.2.1. Definition**

Increment is a predetermined amount added to the annual emolument of a staff every calendar year.

##### **4.2.2. Increments not as of Right**

An officer on an incremental salary scale shall normally be granted an increment unless he is on Interdiction/Suspension or has a disciplinary action pending against him or on account of poor performance.

##### **4.2.3 Incremental Date**

Subject to good conduct and performance, an employee's incremental date shall be 1<sup>st</sup> October after the first anniversary of his appointment/advancement/conversion/upgrading date. For promotion, incremental date shall be 1<sup>st</sup> October of each year.

#### **4.3 DEFERRING AND WITHHOLDING OF INCREMENT**

##### **4.3.1 Grounds for Withholding or Deferring**

The grant of an increment may be deferred or withheld in accordance with the provisions of the regulation on Discipline. In deciding which penalty to impose or



recommend, the Head of Department shall take into account, the gravity of the shortcoming and the quality of the employee's previous service, bearing in mind that to withhold an increment is a more serious penalty than to defer it.

#### **4.3.2. Deferred Increment**

An employee's increment is deferred when the decision as to whether or not it shall be granted is postponed for a specific period. The period must be fixed at the time the increment is deferred and must not be less than three (3) months nor more than six (6) months. If less than six (6) months in the first instance, it may, if necessary, be increased to six (6) months by an additional specific deferment. If a deferred increment is eventually granted, it does not become effective until the day following the expiration of the specific period of deferment, but the recipient retains his original incremental date for subsequent increments. If a deferred increment is not granted at or before the expiration of six (6) months from the date it was originally due, it must be withheld.

#### **4.4 WITHHELD INCREMENT**

**4.4.1** An employee's increment is withheld when it is decided not to grant it and he shall cease to be eligible until the next incremental date. The withholding of an increment thus result in the salary of the staff in question remaining for the rest of his incremental service one increment behind what it would have been had the increment not been withheld.

#### **4.4.2 Withheld or Deferred Increment not Restorable**

An increment deferred or withheld cannot be restored with a retrospective effect in consequence of improved service during a later increment-earning period.

#### **4.4.3 Suspending an Increment**

An employee who fails to fulfill any of the following conditions within the specified time ceases to be eligible to receive any increment until the date on which he fulfills the conditions in question:

- a. Securing confirmation of his appointment after two (2) years or probationary service provided that his non-confirmation is due to unsatisfactory performance, inefficiency or misconduct.
- b. Passing of a prescribed examination or test for confirmation.

#### **4.5 SALARY SCALE.**

Subject to any contrary arrangement or amendment by Council in the case of appointments on contract, secondment or transfer, salary scales applicable to staff members shall be as set out in the University approved salary structure. No amendment to this shall adversely affect an existing member in respect of this prior agreement. Any representation by a staff member in respect of this shall be submitted to reach the Registrar not later than one month of the amendment for the consideration of the Appointments and Promotions (Junior Staff) Committee.

#### **4.5.1 Point of Entry**

The appropriate salary scale shall be communicated in the advertisement or other notice calling for applications to fill vacant positions within the University. In deciding the point on the relevant salary scale at which a candidate shall be placed on first appointment, the Appointments and Promotions (Junior Staff) Committee shall give

due regard to academic qualifications, relevant cognate experience and exceptional competence.

#### **4.5.2 Wrongful Placement on Salary Scale**

- i. Where it has been discovered that an employee has been wrongly graded or placed on a wrong point on the salary scale, the Registrar, as soon as the error is detected, shall make recommendation to the Appointments and Promotions (Junior Staff) Committee to rectify the error.
- ii. Where an employee considers he has been wrongly graded or placed on a wrong point on the salary scale, he may appeal through his Head of Department to the University Authority who will consider and normalize the error.
- iii. An employee whose salary is altered as a result of having been wrongly graded or placed on a wrong point on the salary scale, shall be eligible to receive such arrears not exceeding twelve (12) months or be required to refund any overpayment, also not exceeding twelve (12) months, as a result of the error.

## CHAPTER FIVE

### LEAVE AND ACCOMMODATION

#### 5.1 LEAVE

- [a] All employees shall take vacation leave during the **leave** year. The leave shall include all public holidays, Saturdays and Sundays falling due during the period. Permanent employees shall be free to take their leave in installments at any time within the period subject to departmental exigency.
- [b] Where a member of staff, because of the exigency of duties and with appropriate approval, cannot take his leave in any leave year **the leave shall commence on the first working day of the following year or accommodated anytime in the succeeding year at the convenience of the Department and this shall not substitute for his leave entitlement for that succeeding year.**
- [c] **It shall be mandatory for every member of staff to proceed on annual leave. Therefore, Heads of Departments/Divisions/Units shall ensure strict compliance to this rule as deferment of annual leave shall, as much as possible, be discouraged.**
- [d] **Any leave not spent in the leave year due to exigencies and cannot be spent in the succeeding year on same grounds can be deferred on approval of the Vice-Chancellor leave and taken as part of his pre-retirement, provided that such exigencies shall be satisfactorily justified to the Vice-Chancellor.**
- [e] **There shall be no commutation of annual leave to cash except in the case where the staff dies in active service.**
- [f] Leave allowance shall be payable once a year and when leave is taken by installments, it shall be paid during the first installment unless the employee expresses a contrary intention and as may be directed by Council from time to time.

#### 5.2 AUTHORITY FOR LEAVE

Leave shall be granted by the Registrar on the recommendation of the Head of Department.

#### 5.3 ANNUAL LEAVE ENTITLEMENT

All Junior Staff shall be entitled to take Annual Leave during the leave year as follows:

<b>Level Leave Earning Period</b>	<b>CONUNASS 01 - 02</b>	<b>CONUNASS 03 - 05</b>
12 Months	15 Working Days	21 Working Days
11 Months	13 Working Days	19 Working Days
10 Months	12 Working Days	17 Working Days
9 Months	11 Working Days	15 Working Days
8 Months	10 Working Days	13 Working Days

7 Months	8 Working Days	11 Working Days
6 Months	6 Working Days	9 Working Days
5 Months	5 Working Days	7 Working Days
4 Months	4 Working Days	5 Working Days
3 Months	2 Working Days	3 Working Days
2 Months	1 Working Day	1 Working Day
1 Month	Nil	Nil

**5.3.1** In order to ensure that all staff are granted the amount of leave for which they will be eligible during the leave year at the most convenient period to the service of the University, Heads of Departments shall prepare and maintain annual leave rosters in respect of periods of leave for their staff. Such leave roster shall be prepared during the first month of the year.

**5.3.2** A staff who joins the University service during the course of a leave year or who returns from study leave or in-service training during a leave year and has not served for a minimum period of six (6) months during that leave year shall not be granted vacation leave but his pro-rated leave shall be carried over to the following year.

**5.3.3 Every staff is expected to apply for his leave during a leave year; where a staff does not request and obtain approval for his leave in a leave year, the leave will lapse and will not be credited to the following year's leave.**

**5.3.4** Pro-rated leave may be granted to a staff whose appointment terminates during the leave year as applicable based on the number of months served during the year. If it is convenient to the Head of Department, the prorated leave granted may be so arranged as to run concurrently with notice and expire, if possible, on the same day as the notice.

#### **5.3.5 ANNUAL LEAVE ALLOWANCE**

5.5% of Annual Basic Salary shall be paid as Annual Leave Allowance to staff of Lagos State University using the following payment plan:

<b>SALARY</b>	<b>FEBRUARY</b>	<b>APRIL</b>	<b>JUNE</b>	<b>AUGUST</b>
CONUNASS/CONUATSS [Non-Academic Staff]	01 – 06	07 – 11	12 – 14	15
CONUASS [Academic Staff]	-	01 – 04	05 – 06	07

**Note: Payment of this allowance shall however be in line with extant laws from time to time.**

#### **5.4 CURTAILMENT OF LEAVE**

A staff may be required to return to duty before the expiration of the authorized leave. In requesting for such consent, the Head of Department shall state the peculiar circumstance of the case to the staff and forward a copy of the notice to the Registrar

for his information. Any portion of **the** leave so curtailed shall be **utilized** at a later date in accordance with the provision of sections 5.1(b) and 5.3.3 of this chapter.

## **5.5 CASUAL LEAVE**

Casual leave up to a maximum of seven (7) days in any leave year may be granted to any member of staff by the Vice-Chancellor, after the expiration of his annual leave. However, any casual leave granted to a member of staff prior to expiration of his annual leave shall be deducted from his annual leave. It should be noted that the maximum number of days of casual leave that can be applied for at a time should not exceed three (3) days to a maximum of seven (7) days in a year. No transport privilege will be granted.

## **5.6 SPECIAL LEAVE.**

### **5.6.1 COMPASSIONATE LEAVE**

- i. Leave on compassionate grounds up to a total of seven (7) days in any given year may be approved by the Registrar.
- ii. For the purpose of travelling outside Lagos State or for any domestic exigencies, absence from duty post in excess of two (2) working days within a year shall be with the prior approval of the Head of Department.
- iii. Examination Leave.

Upon the presentation of appropriate examination time-table, an employee shall be allowed special leave on full pay with transport allowance to take an examination, which has been identified as a requirement for his current employment. The duration of such leave shall be the period necessary for him to travel to the place of examination, sit for the examination and return to his station. An employee may be allowed special leave on full pay for up to seven (7) days in a calendar year to take an examination, which is not a requirement for his current appointment provided his Head of Department certifies **that**:

- a. he is industrious and efficient in the performance of his duties;**
- b. his passing of the examination is likely to enhance his value to the University.**

Where the passing of an examination is not covered by the provisions of sub-sections (i) and (ii) of this section, examination leave may be granted as casual leave, but shall not exceed seven (7) days during any leave year. If the period of examination is more than seven (7) days, any period in excess of seven (7) days shall be deducted from the annual leave for the year, and if this has been exhausted, from the subsequent year's annual leave.

- iv. An employee who is a member of a recognized University Sports Team shall, on the recommendation of his Team Manager, be granted leave by the Registrar for the purpose of taking part in an approved sporting event. The period of time during which an employee will be permitted to be absent from duty to take part in any such sporting event shall be determined as follows:
  - a. Number of days required for the actual sporting activity;

- b. Number of days required for the travelling to and from the place arranged for the sporting venue;
- c. Any number of days in excess of (a) and (b) mentioned above which are certified as necessary by the appropriate Sporting Council, shall be allowed.

An employee granted leave under this regulation shall not be eligible for transport at University expense except where team transport is provided. The Head of Department shall be informed in writing of the granting of such leave.

**v. Leave for Trade Union Conference and Business**

An employee who is an official of a registered Trade Union may be granted leave to attend important Trade Union meetings and conferences. Such employee shall advise the Registrar through his Head of Department on:

- a. Number of days required for the actual Trade Union Conference or business;
- b. Number of days required for travelling to and from the venue arranged for the conference or business.

**vi. Leave for Medical Treatment outside Nigeria at the Expense of the University**

Such leave may be granted to a junior member of staff by the Vice-Chancellor on such terms as he deems fit, on the recommendation of the Director of the University Health Services. The Director must certify that such treatment is not available or cannot be easily obtained in Nigeria and that it is essential that such treatment be obtained outside Nigeria after considering the report of specialists.

**5.7 LEAVE OF ABSENCE WITHOUT PAY**

An officer may for special reasons be granted unpaid leave for up to a full year on the recommendation of the Head of Department. Where such leave is intended to enable the staff member concerned to take on paid employment, he shall be liable to pay to the University 15% of his basic University salary in order to maintain his pension right. Only members of staff who have been confirmed and who have been in the service of the University for not less than three (3) sessions shall be eligible to be considered for leave of absence without pay.

Leave of Absence shall normally be for One (1) year in the first instance and thereafter shall be renewable annually four (4) times up to a maximum leave period of five (5) years for the purpose of Public Service and renewable three (3) times up to a maximum leave period of four (4) years for other purposes.

**5.8 The period of Training Leave, Study Leave, Leave of Absence or Sick Leave will not be Annual Leave earning.**

**5.9 MATERNITY LEAVE**

Maternity leave is the authorized absence from duty of a serving female officer granted by the Registrar on account of pregnancy based on the expected date of delivery.

**5.9.1 Regulations Guiding Maternity Leave**

- i. A female officer who is pregnant is entitled to Twenty-Four [24] weeks maternity leave with full pay in the case of her first two (2) deliveries. The said leave shall commence at least two (2) weeks before the expected date of delivery. Any third and subsequent deliveries by any employee shall attract Twelve [12] weeks Maternity Leave for the female officer.
- ii. A medical certificate showing the expected date of delivery must be presented not less than two (2) months before that date.
- iii. The annual leave for that year will, however, be regarded as part of the maternity leave. Where the annual leave has already been enjoyed before the grant of maternity leave, that part of the maternity leave equivalent to the annual leave will be without pay.

#### **5.10 ADOPTION LEAVE**

Adoption leave is the authorized absence from duty of a serving female officer granted by the Registrar on account of adoption of a baby based on date of release of the baby.

##### **5.10.1 Regulations Guiding Adoption Leave**

- i. A female officer who adopts a baby is entitled to Twelve [12] weeks' Adoption Leave at a stretch beginning from date of release of the baby with full pay. Evidence showing the release of the baby must be presented before grant of leave.
- ii. Where the officer's annual leave had already been enjoyed before the grant of adoption leave, that part of the Adoption Leave equivalent to the annual leave will be without pay.

#### **5.11 TIME-OFF FOR NURSING MOTHERS**

A female officer who is nursing a child shall be granted two (2) hours off-duty everyday. This concession shall be granted up to a maximum period of six (6) months from the date she resumes duty from maternity leave.

#### **5.12 PATERNITY LEAVE**

Paternity leave is the authorized absence from duty for a serving male officer to whom a new baby [or babies in case of multiple births] is/are born or adopted up to a maximum of Ten (10) consecutive working days in relation to and at the time of his spouse's first two deliveries. A male officer shall not be entitled to Paternity Leave in respect of third (3<sup>rd</sup>) and subsequent children. Approval is subject to presentation of child's birth certificate or letter of release for adoption, as applicable.

#### **5.13 SICK LEAVE AND INVALIDATION**

- i. A member of staff may be allowed sick leave or **invalided** with full pay up to a total of six (6) months within a period of twelve (12) months on the basis of the Medical Excuse Duty Certificate issued by the Director of Health Services or a Medical Practitioner approved by him.



- ii. Sick leave in excess of six [6] months but within one (1) year shall be with half pay unless the Appointments and Promotions(Junior Staff)Committee approves full pay after considering a report on the case by the Director Health Services. Such cases shall be reported to Council by the Vice-Chancellor.
  - a. If an employee has been ill for more than six (6) months, the University or the Director of Health Services may require such employee to appear before a Medical Board with a view to determining whether or not the staff should be **invalided** from service.
  - b. For the purpose of (iia) above, the Medical Board shall consist of the Director of the University Health Services as Chairman and not less than two other medical practitioners approved by the Vice- Chancellor.
  - c. If the employee so desires, he may nominate a medical practitioner of his choice to be present at the deliberations of the Medical Board.

#### 5.14 MEDICAL EXCUSE DUTY CERTIFICATE [For Permanent Staff]:

- i. An employee who is absent from duty on grounds of ill-health will be regarded as absent on sick leave provided such illness is covered by a Medical Excuse Duty Certificate issued by any Medical Officer of the University.
- ii. Any Medical Excuse Duty Certificate issued to any member of staff by a private Medical Practitioner shall be valid for only two (2) days provided that the sickness is an emergency such that the staff may not be in a position to reach the University's Health Centre or a Government Hospital for treatment. All Medical Excuse Duty Certificates obtained from Private Medical Practitioners must be endorsed by the Director of Health Services on the third day when the affected staff is required to present himself to or notify the University Health Centre. This will allow for checking and ascertaining the genuineness of the illness and follow up as the case may be.
- iii. the maximum aggregate sick leave which can be allowed an **employee**, who is **not hospitalized**, during any period of Twelve [12] months shall be forty-two [42] calendar days. Where such an **employee** has been absent from duty on the grounds of ill-health for an aggregate period in excess of Forty-Two [42] calendar days within twelve [12] calendar months, the **employee** should be made to appear before a Medical Board with a view to ascertaining whether he should be **invalided** from service. Any period of absence on the grounds of ill-health in excess of the prescribed aggregate will be without pay and will not be reckoned for purpose of increment or pension.
- iv. An employee who is incapacitated as a result of injury sustained during the course of his official duties shall be entitled to draw full salary until he is discharged from sick leave or permanently **invalided**.
- v. Where the Director of Health Services finds that an employee's health is likely to be further impaired by remaining on duty or sick list, he will arrange for Medical Board to be held to determine such employee's further usefulness in the service of the University.

- vi. The report of the Medical Board shall be taken into consideration whether or not the appointment should be terminated.
- vii. The University will be responsible for the cost of the repatriation to his place of domicile if the employee's appointment has to be terminated.
- viii. No claim shall arise where it is established that illness is attributable to the officer's willful fault.
- ix. The University shall not be responsible for dentures and other appliances and gold-filling.

#### **5.15 PROCEDURE FOR SUBMISSION OF MEDICAL EXCUSE DUTY CERTIFICATE ISSUED FOR EMPLOYEE ON CONUNASS 01-05 FOR MEDICAL REASONS**

- a. Employees who are issued with genuine Medical Excuse Duty Certificates by the Doctors at the Health Centre are required to present the original copies of such certificates to their Heads of Departments before going home.
- b. Heads of Department may produce photocopies of such Medical Excuse Duty Certificates for the Personal Files of the employees and then forward the original copies to the Establishments Office for record purpose, with a short covering note.
- c. Where an employee is rushed to hospital other than the University Health Centre in case of an emergency that may arise after official hours or on non-working days, the employee is expected to present Medical Excuse Duty Certificate issued at such hospital, to the Director of Health Services for confirmation of the genuineness of the Medical Excuse Duty Certificate by endorsing the Certificate to the officer's Department in order to keep them duly informed of the whereabouts of their staff.
- d. The Director of Health Services would be required to forward a monthly list of all employees placed on sick leave to the Establishments Office to serve as control register which will be used to find out Medical Excuse Duty Certificates that were not referred to the Establishments Office for one reason or the other so that appropriate action may be taken.

#### **5.16 STAFF DEVELOPMENT**

##### **Objective**

This University requires competent staff to handle her affairs and it is expected that staff with the drive, potential and commitment to work should be properly motivated for further training, to make them become great assets to the University. For these reasons, it is necessary that this University should have a staff development programme.

In pursuance of these objectives, it is expected that, as the need arises and as funds become available, further training of staff should be encouraged. Avenues for such trainings are as follows:

##### **5.16.1 TRAINING LEAVE WITH PAY**

- a. A confirmed member of staff who has been in continuous employment of the University for three (3) sessions unbroken (except for normal vacation leave) may apply for training leave with pay for the purpose of engaging in training

for the acquisition of higher qualification, professional and/or intellectual development. Such training must however be relevant to the nature of his employment with the University.

- b. **Training Leave shall** be granted for **one** session in the first **instance renewable annually not more than three [3] times** upon the recommendation of the Head of Department.
- c. **Training Leave with pay will however be granted only when the Appointments and Promotions (Junior) Committee is satisfied that such course to be undertaken is of strategic benefit to the University. Hence such request shall not be processed for executive approval of the Registrar**
- d. A member of staff granted training leave shall be entitled to his full salary and such allowance in respect of tuition, books, subsistence and other relevant expenses as may be approved from time to time.
- e. An employee shall upon the completion of his training course report back to his duty post. Failure to report for duty within the stipulated period of two (2) weeks after the training shall be regarded as abandonment of duty post and could lead to dismissal from service in accordance with the appropriate provision in the Conditions of Service.
- f. **General Conditions Governing Training Leave**
  - i. Every member of staff granted training leave shall give an undertaking and enter into a Bond to return to the service of the University immediately upon the expiration of the period of leave granted and upon the completion of the courses or programme for which the leave was granted;
  - ii. The period of Bond shall be at the rate of twice the period of the relevant training leave, subject to a maximum bond period of **eight (8)** years and on such other terms and conditions as shall be specified in an agreement to the effect;
  - iii. If a staff member fails to return to his duty post on completion of training programme or on expiration of the period of leave granted to him, he or his guarantor shall be liable to refund to the University his total bond value being the total salary and allowances paid to him during the period of the said leave;
  - iv. Application for training leave shall be submitted in quadruplicate through the Head of Department to the Registrar not later than 31st March in the year in which it is proposed to be taken. Such applications shall be submitted to the Registrar, through the Head of Department, who shall recommend the employee and who also shall indicate that the employee would be released without filling the vacancy to be created during the course of the proposed Training Leave. In exceptional cases, such applications shall be approved executively by the Chairman of Appointments and Promotions (Junior Staff) Committee;

- v. Approved training leave shall normally be granted to commence at the beginning of the session following **the date of Approval**;
- vi. Every application shall be accompanied by evidence of admission to an approved **Institution** together with such relevant information regarding tuition, passages, **length of training** and other costs and information relating to study or training programme which the employee intend to pursue;
- vii. Where a course of training programme is available in Nigeria, preference will be give to applications for study or training in a University or Training institution in Nigeria. In such cases, any application for study or training abroad shall satisfy the relevant committee that after making offer to that effect, the employee has not succeeded in obtaining admission in Nigeria;
- viii. Training leave is a privilege and not a right and the University is not bound to grant such leave to an employee nor the University or appropriate Committee bound to give reasons for the success or failure of the application for such leave;
- ix. Training Leave are meant primarily for the training and upgrading of the permanent staff of the University;
- x. An employee on training leave shall not change the course, place or institution for which the leave was granted without the prior approval of the University. Failure to comply with this rule shall render the staff liable to, among other things, the withdrawal of the leave.
- xi. The Lagos State University shall intimate the training institution of the conditions of the sponsorship and shall demand that all correspondence/progress report on the candidate be forwarded directly to, the Registrar;
- xii. The period of training leave shall not be leave earning;
- xiii. A staff on training leave shall earn Annual Increment only throughout the training period subject to the receipt of evidence/report of good performance from the training institution.

#### 5.16.2 STUDY LEAVE

##### CATEGORIES OF STUDY LEAVE

- i. **Study Leave without pay**: A confirmed member of staff who has been in continuous employment of the University for three (3) sessions unbroken except for normal vacation leave may apply for Study Leave without pay for one [1] year in the first instance and renewable for another one [1] year, provided that such Study Leave without pay shall not exceed a maximum of two [2] years period. A beneficiary of this scheme will not be bonded and should not be indebted to the University. He retains his position in the University for the period, with all the benefits attached to the position but shall

not resign/withdraw his service unless he has notified the University by giving one [1] month notice or pay one [1] month basic salary in lieu of notice.

- ii. **Short-Term Study Leave with pay:** A confirmed member of staff who has been in continuous employment of the University for two (2) sessions unbroken except for normal vacation leave may apply for Short-Term Study Leave with pay to undertake Short-Term courses that last from between one [1] day and six [6] months. All categories of staff are eligible for short-term courses. Such courses to be undertaken during these leave should be for acquisition of special training and professional skill/qualification relevant to the duties of the applicant in the University. A Staff on Short-Term Study Leave with pay shall be entitled to his full salary and must return to the University immediately upon completion of the course.

Any staff on short-term Study Leave with Pay shall not be allowed to resign/withdraw his service unless he has served the University for twice the period of the leave and has given one [1] month notice or pay one (1) month basic salary in lieu of notice of resignation or withdrawal of service.

Any staff on short-term study leave with pay up to Two [2] months shall sign an undertaking form to return to the University upon completion of the study but shall be bonded if the leave is up to three [3] months.

- iii. **Internship Leave:** Through staff appraisals, the University shall identify the training needs of individual officers, and shall prescribe and arrange for placement on a suitable programme of training in relevant Industries/Organizations. In such a case, an internship leave is granted for the officer to enhance his contribution to the University and it is therefore compulsory for the officer to undertake the training and return to the University upon completion of the training. Internship Training shall normally not exceed Three [3] months with full pay.

#### **5.16.3 ELIGIBILITY FOR TRAINING AND STUDY LEAVE**

Subject to the conditions earlier stated, every confirmed member of staff is eligible to apply for training or study leave but the University is under no obligation to grant **training or** study leave to an applicant.

Where an officer obtains external sponsorship[e.g. State/Federal/Foreign] he should be allowed to utilize it subject to the conditions for approval of study or training leave, whichever is applicable. It should be noted though that each case shall be considered on its own merit.

#### **5.17 BOND TO SERVE THE UNIVERSITY**

All employees sponsored by the University for training shall as a condition, be expected to enter into a Bond to serve the University for a prescribed period after the completion of the course before securing the approval of the University for Sponsorship. On failing to return to serve his bond period, the employee or his guarantor shall pay back in bulk, the entire amount invested on him for the training, or by his new employer who should absorb the payment and refund same to the

University. The period of service of the bond shall normally be twice the period spent on Training Leave up to maximum of **eight [8]** years.

- 5.18** An employee on Training Leave shall submit a Confidential Progress Report from the Institution of study or training and a copy of his research project on his return from the leave.

**5.19 PART-TIME PROGRAMME WITH THE UNIVERSITY**

Any confirmed staff that enrolls for a Part-Time Programme within the University shall be granted **50% rebate on all payable fees.**

Children of confirmed staff who enroll for Part-Time programme within the University shall enjoy **50%** rebate on tuition fee.

**5.20 REGULATIONS GOVERNING PROVISION OF QUARTERS BY THE UNIVERSITY TO ITS JUNIOR STAFF**

**1. Eligibility**

When quarters are available, employees of the University shall be considered for official quarters commensurate with their statuses and special consideration may be given to members of staff whose duties require that they live within or near the campus.

**2. Types of Accommodation**

The following categories/location of accommodation shall be provided for a married Junior staff, his spouse and children:

- i. One Room and Parlor Self Contained apartment at Ajara, or
- ii. Two bedroom flat apartment at Ajara or Ibereko

**3. Agreement Governing the Occupation of Quarters**

Staff allocated University quarters shall be required to complete all necessary agreement. Agreement governing the occupation shall be signed by the staff allocated University quarters.

**4. Married Women**

A married woman employee shall be entitled to accommodation in her own right but where the husband enjoys the benefit of official accommodation in Lagos State University, such married woman employee shall not be given official accommodation.

**5. Rent in Lieu of Quarters**

A member of staff entitled to Accommodation but for whom the University is unable to provide quarters or who makes private arrangement for his own accommodation shall be entitled to a housing allowance as may be approved by the University from time to time.

**6. Determination of Occupation of Quarters**

Where an entitled officer is required under the Regulations to vacate his quarters and he refuses to do so within the stipulated time, the officer shall be ejected. In

exceptional cases however the staff may be subjected to payment of an economic/commercial rent for a maximum of six (6) months.

## **7. Obligation of University Employee as Tenants**

The obligation of employee as University tenants shall be as stipulated in the Tenancy agreement of the University. Without prejudice to the content of the Agreement, allottees of University quarters are forbidden from the following practices, any of which might lead to ejection from the premises:

- i. Farming within 75 meter radius of the physical facilities;
- ii. Keeping of pets e.g. dogs, cats, goats, poultry etc;
- iii. Keeping more than the declared population of people/persons as contained in the agreement;
- iv. Failure to fulfill his responsibility of proper maintenance of the interior;
- v. Exposing the lives and properties of other occupants to risk by use of generating sets or other machineries;
- vi. Failure to fulfill his responsibility on payment of service charges.

## **5.21 RULES FOR ALLOCATION OF QUARTERS**

- a. The Housing Allocation Committee of Staff Welfare Committee shall be responsible for allocation of quarters.
- b. The Housing Allocation Committee shall determine uniform criteria for the allocation of staff quarters.
- c. Only quarters which are vacant or are deemed to be vacant will be allocated by the Housing Allocation Committee.
- d. Staff will only be allocated quarters based on their entitlements.
- e. Allocation of quarters shall be made based on individual staff merit and not to post or department except for the Principal Officers.
- f. Change of allocation shall be effected only with the approval of the Housing Allocation Committee.
- g. Approval of change in official accommodation shall not be given except when change in status warrants it.
- h. All allocation made to members of staff must be accepted in writing within two (2) weeks and if the staff does not go into occupation of the quarters within three (3) weeks from the date of acceptance, the allocation shall lapse.
- i. Routine inquiries regarding the availability of vacant quarters may be made at the Staff Welfare Office.

## **5.22 VACATION OF OFFICIAL QUARTERS**

### **a) RETIRING STAFF**

- i. Staff retiring from the University shall normally be expected to leave University quarters, if they are occupying any, not later than three (3) MONTHS after their entitlements have been transferred to their Pensions Fund Administrators (PFA's).

- ii. Any retiring staff that stays in the quarters beyond the stipulated period shall be legally ejected.

**b) DISMISSAL, LAPSED AND TERMINATED APPOINTMENTS**

Staff who are dismissed or whose appointments are terminated shall not be covered by the preceding rules, in **(a)** above but shall be subjected to the stipulated condition in the letter given to him/her by the University Authorities, with a quit notice of one (1) month only.

**c) STAFF ON PROLONGED ABSENCE/STUDY LEAVE WITHOUT PAY**

- i. Any staff on study leave without pay **or Leave of Absence** must make suitable arrangement for paying his/her house/flat rent as and when due. Defaulter shall be legally ejected.
- ii. No staff who is away from the University for whatever reason shall keep his/her house/flat indefinitely. After a maximum period of FOUR (4) YEARS, the house shall revert to the Staff Welfare Committee for fresh allocation. Where an allottee is uncooperative, the place shall be legally repossessed.

**d) RESIGNATION**

A member of staff who resigns from the University must vacate his/her quarters not later than the day on which his/her **employment** contract expires. Occupancy beyond the date of expiration of **employment** contract shall attract 300% of the going rate. In special circumstances, the Vice Chancellor on the advice of Staff Welfare Committee may approve an extension of occupancy for a period NOT exceeding THREE (3) MONTHS.

**TRANSFER OF UNOCCUPIED ACCOMMODATION**

Houses are allocated to members of staff on the understanding that they wish to reside there. Any staff tenant who refuses to take up his/her accommodation or decides to leave the place physically unoccupied or transfer the same to a person(s) unapproved by the Staff Welfare Committee shall have the allocation revoked, and shall be surcharged for the number of months of illegal occupation of the staff quarters. Such staff shall be surcharged as approved by the University Management from time to time.

**f) WIDOWS AND WIDOWERS:**

Family of a staff who dies in service will not be permitted to remain in the University quarters after ONE (1) YEAR of the death of the staff provided that all the entitlements of the deceased staff had been paid within the one [1] year period. An initial notice of six (6) months must be officially given to the occupant prior to the expiration of the one (1) year period. A second notice must also be officially communicated three (3) months prior to the expiration of the one (1) year period.

**g) CLEANING OF STAFF QUARTERS**

Staff who reside in the University staff quarters are required to keep their environment clean at all time. Those who live in a block of flats should make



arrangements on how to keep their surroundings clean. No resident should exempt himself from joining others in achieving a clean environment. Those who fail to clean their surroundings shall be surcharged by the Staff Welfare Committee after carrying out the cleaning.

## CHAPTER SIX

### PENSIONS AND PAST SERVICE BENEFITS TO ESTABLISHED STAFF

#### 6.1 INTRODUCTION

The subsisting Contributory Pension Law (amended 2014) came into effect in Lagos State University on June 1, 2007. The Law made several provisions with respect to issues of Pension, Past Service Benefits and Insurance of employees.

#### 6.2 CITATION AND COMMENCEMENT

The Regulation shall be referred to as for the award of Pensions and Past Service Benefits [Gratuities] and shall be operative from the date of the **New Contributory Pension Scheme [CPS]** in June 1, 2007.

**N.B:** Past Service Benefits is also known as Gratuity. This has been operative since the inception of the University from 1st September, 1983

#### 6.3 APPLICATION

The Regulations shall apply to all employees in the service of the University who are in the established grades and are in regular employment but shall not apply to the employees on contract employment.

#### 6.4 HIGHLIGHTS OF THE CONTRIBUTORY PENSION SCHEME IN NIGERIA

As against the **Pay As You Go** also known as **Defined Benefit Scheme** that was in operation before the Introduction of the New Pension Scheme in 2004 by National Pension Commission [PENCOM] as the New Pension Scheme is **Contributory** and fully funded, based on individual accounts that are privately managed by Pension Fund Administrators [PFA's] with the Pension Funds assets held by Pension Fund Custodians [PFC].

#### 6.5 For the purpose of clarity, relevant terminologies and abbreviations which are used in this chapter are defined/clarified as follows:

**I. National Pension Commission [PENCOM]:** The National Pension Commission is saddled with the following responsibilities:

- To regulate and supervise all pension matters in Nigeria
- To license Pension Fund Administrators and Pension Fund Custodians
- To issue guidelines and rules for investment and operations of the scheme
- To maintain a National Databank on all pension matters and
- To carry public enlightenment on the scheme.

It is the National Databank of the Commission that provides the Personal Identification Number [PIN] for each employee through the Pension Fund Administrator [PFA] who then notifies the employee of his Personal Identification Number [PIN] for submission to his employer. All collections received through the parent bank of the Pension Fund Custodian [PFC] must be notified to the Commission. Also all transactions on the Retirement Savings Account [RSA] must be notified to the Commission and any payment to be made from the Retirement Savings Account must be approved by the Commission prior to its being paid by the Pension Fund Administrator [PFA].

The Commission also assigns employer code for each employer which is to be indicated on all payment schedules sent to the bank for the remittance of pension contributions.

**II. Lagos State Pension Board [LASPEB]:** The Lagos State Pension Board is saddled with the following responsibilities:

- To regulate and supervise all pension matters in Lagos State,
- To license Pension Fund Administrators and Pension Fund Custodians,
- To issue guidelines and rules for investment and operations of the scheme,
- To maintain Lagos State Databank on all pension matters, and
- To carry out public enlightenment on the scheme.

**III. Objectives of the Contributory Pension Scheme [CPS]:** There are three (3) main objectives of the Contributory Pension Scheme and these are:

1. To ensure that retirement benefits are paid as and at when due
2. To assist employees save towards their retirement
3. To Establish uniform set of rules for pension administration in the whole of Nigeria. In essence transfer of service from a State to Federal Institution or to a private Establishment will not have any effect on retirement benefits.

Every employee is expected to have a Retirement Savings Account with a Pension Fund Administrator of his choice into which monthly contributions by the employer and the employee are credited.

There are two main types of benefits available in a Contributory Pension Scheme setting and these are: the Lump Sum and the Monthly Income which can be in the form of a Programmed Withdrawal or Life Annuity benefit. There is no scale of benefits as is available under the Defined Benefit Scheme.

**IV Pension Fund Administrator [PFA]:** A Pension Fund Administrator is licensed by the National Pension Commission [PENCOM] to invest, manage and administer the pension fund and employee's Retirement Savings Account [RSA]. The Pension Fund Administrator [PFA] also performs the following functions:

- Provide customer services to the employee,
- Calculate and pay retirement benefits to the employee upon retirement,

- Ensure that all monies notified by the Pension Fund Custodian as having been lodged into its account are reconciled and duly credited into the Retirement Savings Accounts [RSAs] of the employees concerned.

The Pension Fund Administrator [PFA] shall provide every employer with its customized bank payment teller for the payment of the employee's pension contributions to the bank and the employer code obtained from Pension Commission [PENCOM]. It is also the duty of the Pension Fund Administrator [PFA] to notify the National Pension Commission [PENCOM] of any employer that fails to remit its employees' pension contributions.

- V Pension Fund Custodian [PFC]:** The Pension Fund Custodian is licensed by National Pension Commission [PENCOM] to collect the pension contributions from the employers through its parent bank and keep in safe custody all pension funds and assets of the Pension Fund Administrator [PFA]. All investments by the Pension Fund Administrator [PFA] with respect to the funds, are made through the Pension Fund Custodian [PFC]. It is the responsibility of the Pension Fund Custodian [PFC] to notify the Pension Fund Administrator [PFA] within twenty-four (24) hours of the receipt of pension contributions payment into its account and transmit the schedule of payment electronically to the Pension Fund Administrator [PFA] for update of the contributions into the collecting bank of the Pension Fund Custodian [PFC], to the bank account of the retiree.
- VI Life Insurance Company:** The life insurance company [or composite insurance company] is to underwrite [handle] the group life policy to provide a benefit [cover] of a minimum of three (3) times the total annual emolument of an employee in the event of the death of an employee whilst in service. The Group Life cover is usually an annual contract which comes into force upon payment of the applicable premium. The schedule of members covered and the benefits payable for each employee must be clearly stated in the policy document. The contract is renewable at the anniversary date [last day of being in force] of the policy.
- VII Retirement Savings Account [RSA]:** Each Employee is to Open a Retirement Savings Account [RSA] with a Pension Fund Administrator [PFA] of his choice and to notify his employer of the Personal Identification Number [PIN] issued to him by the Pension Fund Administrator [PFA]. The Retirement Savings Account [RSA] is portable, which means it can be moved from one employer to another employer when an employee changes his job. The employee simply notifies the new employer of his Personal Identification Number and Pension Fund Administrator [PFA] details. The employee is also to notify his Pension Fund Administrator [PFA] of the change in his employer for update of his records with the Pension Fund Administrator [PFA].
- VIII Monthly Emolument:** This is the sum of the Basic salary, Housing and Transport allowances of the employee on a monthly basis.

- IX Past Service Benefit [Formerly known as Gratuity]:** is a period of service worked before the commencement of the Pension Reform Act [PRA] 2004 by National Pension Commission [PENCOM] known as [Contributory Pension Scheme [CPS]]. Hence, Lagos State Pension Board [LASPEB] commencement date is 1st April, 2007, whilst Lagos State University [LASU] commencement date is 1st June, 2007 respectively.

It is based on the Grade Level and emolument as at the date prior to the commencement of the scheme. The Past Service Benefit is payable at retirement into the Retirement Savings Account [RSA] of the employee.

- X. The retiree is at liberty to choose from the following options, under which he wants to receive his monthly pension:**

- a. Programmed Withdrawal Module (PWM):** This is a product of the Pension Fund Administrator [PFA] which pays the monthly pension due to the retiree from the Retirement Savings Account [RSA]. The employee signs a Programmed Withdrawal Agreement [PWA] with the Pension Fund Administrator [PFA] thereby confirming his intention to buy this product. As the name implies, it is a series of programmed payment spanning a programmed number of years with a guarantee for at least ten (10) years. It is the retiree that determines [within the parameters of the given template] the lump sum and monthly pension desired. The lump sum and any arrears of pension are first paid by the Pension Fund Administrator [PFA] before the commencement of the monthly pension. The monthly pension is paid to the designated bank of the retiree through the execution of a standing order by the Pension Fund Administrator [PFA] to the Pension Fund Custodian [PFC] for onward transmission to its parent bank. To carry out the ten (10) years period, additional payment from the Retirement Savings Account through the Payment Withdrawal module would depend on the Retirement Savings Account [RSA] balance.
- b. Annuity:** This is a product offered by a licensed life insurance company authorized by the National Insurance Commission [NAICOM] to sell this product. Where the retiree opts for the purchase of an annuity form of a life insurance company, it is only the lump sum due that is paid by the Pension Fund Administrator to the bank account of the retiree and the balance is paid to the life insurance company which the retiree has chosen its annuity product. Annuity is a contract wherein the premium is paid as a lump sum to enjoy the benefits indicated. Annuity payment is also made on a monthly basis and is usually guaranteed for five (5) or ten (10) years and thereafter for life. Several other products also exist under the annuity option such as inflation-indexed annuity, joining [surviving spouse annuity] etc. Annuity may also be immediate [to commence immediately] or deferred [to commence at a later date].

Further clarification on features of the two options are as follows:

	<b><i>Features</i></b>	<b>Programmed withdrawal [PW]</b>	<b>Annuity</b>
a.	<b><i>Administration</i></b>	PW is a product offered by Pension Fund Administrator [PFAs] regulated by the National Pension Commission [PENCOM]	Annuity is a product offered by Life Insurance companies regulated by the National Insurance Commission [NAICOM]
b.	<b><i>Payment Period</i></b>	Pays pension over an expected lifespan and for as long as the retirement savings account has funds	Pays pension for life with a minimum guaranteed payment period of 10 years
c.	<b><i>Payment to Beneficiary when the retiree dies</i></b>	Whenever the retiree dies, the beneficiary under a will or letter of Administration is paid enbloc the balance in the Retirement Savings Account	If the retiree dies within the guaranteed payment period of ten (10) years, the surrender value of the remaining amount within the period shall be paid as lump sum to the Estate of the retiree or named beneficiary.  However, if the retiree dies after ten (10) years, the named beneficiary will not receive any payment
d.	<b><i>Frequency of payment</i></b>	Pension payment can either be monthly or quarterly, based on the retiree's choice.	Annuity payment can either be monthly or quarterly
e.	<b><i>Account Updates</i></b>	Retirees receives RSA statements. Monthly/quarterly.	No statement of account is given to the retiree
f.	<b><i>Custody of Funds</i></b>	Payment Withdrawal retiree's assets are held by Pension Fund Custodian thereby providing enhanced security.	Annuity retiree asset are held by the Insurance company.
g.	<b><i>Change of Withdrawal mode</i></b>	A retiree on Payment Withdrawal with a Pension Fund Administrator [PFA] can choose to terminate the Payment Withdrawal and	A retiree on Annuity with an Insurance company cannot change to Payment Withdrawal with a Pension Fund Administrator.

		convert to Annuity contract with an Insurance company at any time.	
h.	<b><i>Growth in Funds</i></b>	Returns on investment belong to the retiree and credited to Retirement Savings Account to provide opportunity for enhanced payments.	Returns on investment belong to the pool of insurance funds and not the retiree. Payment is fixed ab-initio.

**XI WILL:** A will is a Legal Document that states the beneficiary of the properties of the person that is making the WILL called the TESTATOR.

For pension purpose, a single WILL can be drafted and executed such that it would allow the beneficiaries to access the pension in the Retirement Saving Account [RSA] and Monies in the Bank Account of the Person.

Where death occurs without a WILL, the person is said to have died IN TESTATE. If he dies having made a valid WILL, he is said to have died TESTATE.

**XII Letter of Administration:**

Is the final name for the document that a Probate Court issues to a person who is appointed to handle the estate of a deceased who died without a WILL.

**XIII Personal Identification Number [PIN]**

Personal Identification Number [PIN] is an access number given by the Pension Fund Administrator [PFA] to the Retirement Savings Account (RSA) Holder as a form of Identification. Personal Identification Number [PIN] of the Retirement Savings Account [RSA] is Twelve [12] Digit Number which is Unique to each account holder/employee and begins with the letters [PEN]. A male Personal Identification Number starts with the Number Two [2] i.e. [PEN 2...]. Only one Retirement Savings Account [RSA] is to be opened by an employee and used throughout the employee's working life and after retirement.

## 6.6 EMPLOYERS ROLES AND RESPONSIBILITIES

The buildup in an employees Retirement Savings Account (RSA) at retirement is what determines the quantum of benefits receivable.

The Pension Reform Act 2014 which repealed the Pension Reform Act No. 2 of 2004 [repeal Act] governs and regulates the Administration of the Contributory Pension Scheme for both the Public and Private Sectors in Nigeria. The commencement date is 1<sup>st</sup> July, 2014. Consequently, an employer should be well informed of its roles and responsibilities under the operations of the Act. These include:

- i. **Pension Contribution to the Scheme: [Reviewed 2014 Pension Act]:** The Contributions to be made to the scheme under the Act, by the employer and employee are minimum of 10% and 8% respectively of the employee's monthly

emoluments. Monthly emoluments in this case include salary, the monthly **Basic, Housing and Transport allowances.**

ii. **Compliance:**

- a. It is the responsibility of the Employer to ensure that all its Employees are duly registered with a Pension Fund Administrator [PFA] and they are also to submit their Personal Identification Number [PIN], Pension Fund Administrator [PFA] and Pension Fund Custodian [PFC] details for remittance of the Pension Contributions.
- b. Where an employee is yet to open his Retirement Savings Account [RSA], the employer shall deduct and hold the Pension Contributions in its custody.
- c. The arrears of Pension Contribution are to be paid as soon as the employee submits his Personal Identification Number [PIN] and Pension Fund Administrator [PFA] details to the employer.
- d. Employers are **Mandated** to request Pension Fund Administrator [PFA] to open Nominal Retirement Savings Account [RSA] for Employees that fail to do so within six (6) months of employment.

iii. **Remittance of Pension Contributions:** The Pension remittance to the Pension Fund Custodian [PFC] must be made not later than seven [7] working days after the date of payment of salary to the employee.

iv. **Failure to Remit Pension Contribution:** Where an employer fails to remit the Pension Contributions within the stipulated period to the bank, the employer shall in addition to making the remittance already due, be liable to a penalty of no less than 2 percent [2%] of the total Contributions that remain unpaid for each month or part of each month that the default continues and the amount of the penalty shall be recoverable as a debt owing to the employee's retirement savings account.

v. **Employer taking full responsibility of monthly contribution [optional]:** Employer can take full responsibility of the Contribution provided the employer's contribution shall not be less than 8% of employees monthly emolument. In that case, the contribution shall not be less than 20% of the employee's monthly emolument.

vi. **Additional Voluntary Contribution [AVC]:** Where in addition to the normal contribution, an employee is making Additional Voluntary Contributions [AVC] to his Retirement Savings Account [RSA], this ought to be clearly indicated in the schedule of Pension Contributions being paid. The Voluntary Contributions should not be lumped together with the normal Contributions.

vii. **Penalty for staying in service beyond the date for retirement:** For every statutory retiree, it is unlawful to stay beyond the final exit date and continue to enjoy salary and pension contributions. The implication is that clearance letter which would entitle the retiree to access the Retirement Savings Account [RSA] would not be issued until all such Monies are returned to the University's purse. This definitely would result in delay in the processing of the retiree's benefit and commencement of receipt of monthly pension.



## **6.7 NEED FOR EMPLOYEES TO ALWAYS UPDATE STAFF RECORDS**

As a matter of importance, it is necessary for every employee to update his staff records whenever there are changes in his status, name, change of address, phone numbers, e-mail addresses, change/addition of spouse and addition of children etc.

It is advisable that this should be done at least once in three to five years [3-5 years] even if nothing has changed it should be updated to make it current.

## **6.8 WHAT TO DO SO AS TO ENSURE THAT YOU DO NOT DEPRIVE YOURSELF OF YOUR RIGHTS**

- Ensure that you have opened a Retirement Savings Account [RSA].
- Confirm from your monthly pay slip that your contributions are deducted and indicated in the deduction field of your pay slip.
- Monitor the left lower part of your pay slip which shows total contributions to date. You are to ensure that your contributions are growing monthly with your chosen PFAs.
- Ensure that the name of the Pension Fund Administrator [PFA] you registered with is stated on the pay slip.
- Ensure that your correct Personal Identity Number [PIN] is stated on your pay slip.
- Ensure that you receive the hard copy of your Retirement Savings Account [RSA] Statement of Account from your Pension Fund Administrator [PFA].
- Request for a detailed Statement of Account and tick off, on a month by month basis, that your Retirement Savings Account [RSA] is fully credited with all your contributions.

Lodge complains with Lagos State Pension Board [LASPEB] on any perceived omissions or overpayments. i.e. reconcile your account before your exit. When you exit before starting the process, it could delay the quick access to your benefits.

## **6.9 PROCESSING OF NOTICE OF RETIREMENT**

The processing of retirement benefit should commence at least six (6) months to the date of statutory retirement and immediately for voluntary retirement and resignation. All documents required for processing are to be put together with letter of retirement and acceptance of same. Letter of resignation and acceptance of same would be required as appropriate.

## **6.10 STEPS INVOLVED IN PROCESSING RETIREES FINAL BENEFITS IN LAGOS STATE UNIVERSITY [LASU]**

- i. A retired staff member should first collect and sign the final clearance form. The completed form and Staff Identification Card will be submitted at the Staff Welfare Unit.
- ii. The completed clearance form and Staff Identification Card will then be forwarded to the Pension Unit

- iii. The brief of individual retiree [Employment History] will be written by the Pension Unit and forwarded to the Registrar.
- iv. The Registrar will treat and forward same to the Bursar for necessary action.
- v. The computation of financial implication will be forwarded to the Internal Audit Unit for verification.
- vi. The file will be forwarded to the Vice-Chancellor for approval of the computation of financial implication.
- vii. The Cash Office will be instructed to remit the final entitlement of individual retiree into their respective Retirement Saving Accounts.
- viii. The Pension Unit will then write a letter of introduction/clearance addressed to the retiree's Pension Fund Administrator informing them that the stated retiree should be paid
- ix. A letter will be forwarded to the Lagos State Pension Board [LASPEB] stating that the retiree had been paid his final entitlement.
- x. After due verification, the Lagos State Pension Board [LASPEB] will then instruct the Pension Fund Administrator to pay the retiree his final entitlement.

#### **6.11 THE REQUIRED DOCUMENTS NEEDED FOR PROCESSING OF RETIREMENT BENEFITS UNDER THE NEW CONTRIBUTORY PENSION SCHEME**

- Copy of Notice of Retirement and Letter of Acceptance of retirement from the employer [certified true copy]
- A copy of all promotion letter(s) [certified true copy]
- A copy of debt clearance(s) [certified true copy]
- A copy of pay slip [anyone in the last six months before retirement]
- A copy of letter of appointment confirmation [certified true copy]
- Original copy of record of service [indicate ESTAB No.]
- A copy of Pension Fund Administrator [PFA] registration letter
- Letter of transfer of service [if applicable] certified true copy

Duly signed Lagos State Pension Board [LASPEB PENSION FORM] to be sent with covering letter by the employer.

#### **6.12 CONDITIONS UNDER WHICH PENSION AND PAST SERVICE BENEFITS ARE ACCESSED:**

The acid test and indeed the measure of efficiency of the Contributory Pension Scheme [CPS] is its ability to pay without delay, the benefit due to the retiree which lies in the effective and efficient handling of the processes involved, leading to the payment of the lump sum [Past Service benefit] and Monthly Pension.

- i. **Retirement Benefits:** The retirement benefit would be based on the Retirement Savings balance which is made up of [Past Service Benefit prior to 1<sup>st</sup> April 2007 [Lagos State Pension Reform Law] and Monthly Pension Contributions of the employer and employees including accrued interest.

- ii. **Retirement benefit to be exempted from tax:** In accordance with section [ii] of the Pension Reform Act 2014, any amount payable as a retirement benefit under this law shall not be taxable.

#### **6.13 ACCESS TO RETIREMENT SAVINGS ACCOUNT [RSA]**

- i. An employee cannot access the Retirement Savings Account [RSA] until he attains the age of fifty (50) years. At age fifty (50) and above, the Retirement Savings Account [RSA] could be accessed for payment of retirement benefit by way of Programmed Withdrawal Module of the Pension Fund Administrator [PFA] or Annuity from a Licensed Life Insurance Company by Lagos State Pension Board [LASPEB].
- ii. Where an employee resigns his employment and moves to another employment, he is entitled to his Past Service Benefit [if applicable] and the pension contributions in his Retirement Savings Account [RSA]. He is entitled to make withdrawals not exceeding 25% of the total amount credited to his Retirement Savings Account if he is below 50 years and unable to secure employment within four (4) months of disengagement.

#### **6.14 PRE-RETIREMENT DOCUMENTATION**

In the current dispensation, there are two (2) Pre-retirement documentation requirements to be made.

- 1. Documentation to Lagos State Pension Board [LASPEB]; and
  - 2. Documentation to the Pension Fund Administrator [PFA] of the retiring employee who has the responsibility of paying your Lump Sum and his Programmed Withdrawal Benefit or forwarding Retirement Savings Account [RSA] balance funds to an Insurance Company of his choice for the provision of life annuity.
- a. **Documentation to Lagos State Pension Board [LASPEB]:** It is expected that an employee commences the process of his retirement six (6) months before his exit with a Notice of his impending retirement to his employer.

The Lagos State Pension Board [LASPEB] Form will be given to such employee for completion if he is an employee of the State or Local Government or a tertiary institution.

Clearance letters will be obtained by him from the Cooperative, Housing and other loan boards

His employer will forward to Lagos State Pension Board [LASPEB] the following documents:

- i. completed Lagos State Pension Board [LASPEB] Form on which the employee should indicate his establishment file number at the top right corner.
- ii. the employees notice and acceptance of retirement.
- iii. copy of his letter of appointment and confirmation [certified true copies] (if not readily available such employee is advised to write a letter to that effect.

- iv. 2 passport photographs for his Bond Certificate. If he had served either at the State, Local Government or both prior to joining the University and transferred such service, he will be required to submit 3 passport photographs as he will receive two (2) Bond Certificates.
- v. Certified true copies of his promotion letters [if readily available].
- vi. original copy of his record of service.
- vii. certified true copies of debt clearance letters from the relevant departments in the University.
- viii. Retirement Savings Account [RSA] welcome letter and detailed Retirement Savings Account [RSA] statement of account.
- ix. Copy of his Last Pay Slip.

***Please NOTE that only one copy [not 6] of the documents should be sent to the commission [if the documents are received four (4) months before your retirement, it is certain that by the time you retire, all your accrued rights would have been credited into the Retirement Savings Account [RSA].***





**[b] Documentation with the Pension Fund Administrator [PFA] include:**

- i. Duly signed letter informing Pension Fund Administrator [PFA] of retirement of the employee and requesting for payment of his retirement benefit.
- ii. Notice and acceptance of Retirement.
- iii. Last Pay Slip of the retiring employee.
- iv. The employee's declaration of Age or Birth Certificate [where applicable]
- v. Letter of Confirmation of account details from the employee's bankers
- vi. Original copy of Retirement Bond Certificate

It is pertinent to NOTE that for now Retirement Bond Certificates are not being issued to Parastatals. What is issued is a letter accompanied with the retiree's computation sheet showing the details of payment into his Retirement Savings Account [RSA]

The University will thereafter write to Lagos State Pension Board [LASPEB] requesting that the Pension Unit forwards to the Pension Fund Administrator [PFA] the clearance letter. This is after confirmation has been given that such retiring staff is not indebted to the institution.

**6.15 CHOICE OF METHOD OF RECEIVING PENSION PAYMENT:**

- i. The retiree also should inform the Pension Fund Administrator [PFA] of the withdrawal option chosen [Annuity or Programmed Withdrawal]. Whatever option the retiree chooses, certain forms have to be collected, completed and lodged with the Pension Fund Administrator [PFA], which include:
  -  Retirement form
  -  Bank Account form
  -  Personal details form
  -  Pensioner's Verification Form

- ✚ National Pension Commission Retiree Indemnity form(This is to confirm that the retiree is not receiving pension from any other source. It is to be stamped at the High Court).

All forms collected must be well completed and submitted to the Pension Fund Administrator [PFA] for processing. The Pension Fund Administrator [PFA] then holds an exit discussion with the retiree to determine the amount payable.

- iii. In furtherance to (i) and (ii) above, it should be noted that:
  - a. It is the retiree that determines the option under which he wants to receive his monthly pension. During the exit discussion with the retiree, the Lump sum [if applicable] and monthly Pension payable is agreed upon with the retiree after he would have confirmed which option he wishes to use for his pension payment Programmed Withdrawal module or Annuity.
  - b. The benefit payable is computed based on the final Retirement Savings Account [RSA] balance, Age, Gender and final emolument of the retiree.
  - c. The Pension Fund Administrator [PFA] is not to coerce or force the retiree to buy its Programmed Withdrawal module as it is the right of the retiree to choose which product he deems suitable for his needs. The retiree is also free to choose from the list of licensed insurance companies by Lagos State Pension's Board, the Insurance Company whose annuity products he wishes to buy and inform the Pension Fund Administrator [PFA] of his choice and details of such Insurance Company for transfer of the RSA balance payment.

#### 6.16 EMPLOYEE BENEFITS UNDER DIFFERENT EXIT SITUATIONS:

- i. **Dismissal of Employee:** Where an employee is dismissed from service, all benefits, Past Service Benefit and employer portion of the contributions are forfeited and returned to the University's purse. The Employee is only entitled to his own portion of the Pension Contributions and accrued interest thereon.
- ii. **Termination of Appointment:** An employee whose appointment is terminated will still be entitled to all benefits under the Contributory Pension Scheme [CPS]
- iii. **Missing Employee:** Where an employee is declared missing and is not found after one (1) year, such an employee is presumed dead and the procedure for payment of death benefit applies.
- iv. **Retrenchment/Re-Organisation/Abolition of Office:** Retirement can occur, due to Re-organisation or an abolition/scrapping of office and the incumbent employees' services are no longer required. The University Governing Council shall therefore be entitled to retire the affected staff by paying the following entitlements:
  - a. One (1) month salary in lieu of Notice
  - b. Past Service Benefit [where applicable]
  - c. Pension –Employer/Employee Contribution

The employee should also notify his Pension Fund Administrator [PFA] as soon as possible of his intended date of retirement or resignation. A notice of at least three

(3) months is recommended as suitable for statutory retirement and immediately for voluntary retirement, resignation, compulsory retirement or retrenchment.

An employee should also ensure that all Pension Contributions deductions reflect in his current Retirement Savings Account [RSA] statement. Any contributions not reflected should be reconciled with the Pension Fund Administrator [PFA] and his employer.

v. ***Retirement Based on ill-health [section 16[i] of Pension Reform Act [PRA 2014]***: An Employee who is Physically or Mentally incapacitated or Permanently disabled may on certification by a Medical Board, retire even when he is below fifty(50) years after providing the required documentations as provided in the regulations.

vi. ***Death***: Where an employee dies in service, the registered Next of Kin(s) or his designated survivor(s) will be entitled to the Pension and Past Service Benefits [where applicable] upon provision of the following:

1. Satisfactory means of identification of the Next-of-Kin, which may be any of the following: Current Driver's License, International Traveling Passport, National Identity Card, Lagos State Residency Registration Agency [LASRRA] Card or letter of confirmation of identity from your bank.
2. Letter of Administration or Will admitted to Probate
3. Two [2] passport photographs of the deceased
4. copy of letter of first appointment of the deceased
5. declaration of age/birth certificate of the deceased
6. copy of last payslip within the year of demise
7. copy of payslip as at 31<sup>st</sup> May, 2007 (end of old Pension Scheme)
8. A letter from the University Introducing the next of kin to the Pension Fund Administrator [PFA]
9. One [1] passport photograph of the beneficiaries

In addition to the above, the Next Of Kin would be required to supply [if they have not been supplied before] the following:

- Certificate of Death/Cause of Death
- Certificate of Registration of Death
- Police Report [by National Population Commission [NPC] where applicable]
- Burial Warrant issued by a Local Government Council
- Evidence of Death/Burial issued by an Islamic Community [where applicable]
- Head or Judge of a Sharia court [where applicable]
- Evidence of Death/Burial issued by a Leader of a registered Church [where applicable]
- Copy of obituary poster [if any]

This is essential to hasten the process of payment of the deceased benefits through the National Pension Commission [PENCOM].

The beneficiary or beneficiaries are to access the **total amount** in the Retired Savings Account [RSA] upon production of a **Will** or Letter of **Administration**. The PFA provides the requisite forms for completion which are submitted with necessary documentation as required. After submission and verification of the documents received by the PFA, approval is sought and obtained from the National Pension Commission [PENCOM] through Lagos State Pension Board [LASPEB]. The total Retirement Savings Account [RSA] balance is then paid to the Estate of the deceased en-bloc and the Retirement Savings Account [RSA] closed.

Where an employee dies in active service, he is entitled to a Mandatory Group Life Insurance Policy claim which was maintained by the employer in favour of the deceased employee for a minimum of three (3) times [i.e. 300%] the employees annual total emoluments. The deceased is also entitled to 20% of benefits from his employer. Thus, the minimum benefit due in event of death of an employee is 320% of his total annual emoluments. However, where the Employer refuses to pay the designated Annual Premium to the licensed Lagos State Insurance Company, such employer dependants/estate will be liable to pay all the 320% Group Life Insurance benefit accruing to the deceased.

#### **6.17 GROUP LIFE ASSURANCE FOR EMPLOYEES**

The Pension Act of 2004 made it compulsory for all employers of Labour to have a Group Life Assurance Policy for their employees. The Group Life Assurance Policy provides **Death In Service Benefit** to the employees. The **Death In Service Benefit** is three (3) times the total annual emolument.

Again, the National Pension Commission [PENCOM] in section 4(5) of Pension Reform Act [PRA] of July, 2014 further stipulates that **“Public Service of the Federation and State that have implemented the Contributory Pension Scheme, the employer shall maintain a group life policy in favour of an employee for a minimum of three times [300%] annual emolument of the employee plus 20% of the annual emolument which is also payable by the employer”** [Lagos State University]

Therefore the total benefit of Group Life Insurance amounts to 320% of the deceased staff annual emolument due to his dependants/estate.

#### **6.18 GROUP PERSONAL ACCIDENT**

This provision provides benefit payment of predetermined sum to an insured employee as a result of accident, temporary, total or permanent disability, medical and surgical expenses.

#### **6.19 CLEARANCE LETTER**

This is issued by the Lagos State Pension Board to the Pension Fund Administrator [PFA] of a retiree or exited staff to indicate that the retiree is not owed any Pension Contributions or Past Service benefit by the University and also that the retiree does not owe the state.

However, if monies are being owed, the debt must be resolved before clearance letter can be issued. The clearance letter is issued directly to the Pension Fund Administrator [PFA] and not to retirees.

#### **6.20 VESTING OF PENSIONS**

Pension and Past Service Benefit award under these Regulations shall not be assignable or transferable except for purpose of satisfying a debt due to the University, an authority, or an institution declared as Public Service. However, where an employee is dismissed from service, such dismissal will result in the forfeiture of his employers contributions.

#### **6.21 LEAVE WITHOUT PAY**

No period during which an employee shall have been absent from duty on leave without pay shall be taken into account in computing his Pension and Past Service Benefit under these regulations unless the leave is for the purpose of pursuing an approved Study Leave with pay or to undertake employment in an approved public service, other Universities, Institutions or Organisation whether in Nigeria or abroad as may have been approved by the University.

#### **6.22 TEMPORARY APPOINTMENT FOLLOWED BY A PERMANENT APPOINTMENT**

Where an employee holding a temporary or contract appointment is appointed to a permanent establishment, the period during which he was on such an appointment will count in full. Provided in the event that the staff had received any of the extra pay aforementioned, he may have to refund them so as to benefit from the provisions of these Regulations.

#### **6.23 PENSION ABILITY OF STUDY LEAVE WITHOUT PAY FOR STAFF**

Any period exceeding the approved duration of programme as stipulated in the Conditions of Service shall not count towards computation of his final benefits.



## CHAPTER SEVEN

### SALARY ADVANCES AND LOANS

#### 7.1 SALARY ADVANCES

- i. Members of staff may be granted interest-free salary advance. A salary advance is intended to assist a member of staff in meeting extraordinary personal or household expenses.
- ii. An interest-free advance on account of a staff member's salary may be approved by the Registrar on behalf of the University to an employee on permanent or temporary appointment **not more than once in five [5] years**.
- iii. The interest-free salary advance shall be limited to a maximum of two (2) month's basic salary of the employee and shall be refundable in six (6) consecutive monthly installments deductible by the Bursar from the employee's salary. The first of such installmental refund shall **commence two [2]months** following that in which the advance was made.

#### 7.2 LOAN SCHEME AND PROCEDURES

##### **Eligibility:**

Members of staff on permanent appointment and whose appointments have been confirmed shall be eligible for loan as may be recommended by the University Staff Welfare Committee and approved by the University Governing Council subject to availability of funds. Other conditions include:

- i. A staff member whose application is approved shall provide acceptable surety for the loan.
- ii. A Confirmed staff who had spent five (5) years in service, can stand as his own surety provided that such staff is on an established position and the loan required can be serviced during his service years.
- iii. Any confirmed staff from CONUNASS 05 and above can guarantee the loan.
- iv. The maximum loan to be granted to any member of staff shall generally be at 3% simple interest.
- v. The maximum period of loan repayment shall be six (6) years.

##### 7.2.1 WELFARE LOANS

The University shall operate a Welfare Loan Scheme on terms and conditions as approved by the University Council from time to time subject to availability of funds provided. **However, such** deductions from **the salary of the beneficiary** shall not exceed two-thirds (2/3) of the monthly salary.

**The following Loan schemes shall operate in the University:**

- a. **Housing/Law Loan:** Under this Scheme the University gives Loans to staff for any of the following:
  - i. Purchase of house
  - ii. Offset existing loans obtained by a staff member to own a house
  - iii. Start/complete a building
  - iv. Purchase a landed property
- b. **Motor vehicle/vehicle refurbishing Loan:** Under this scheme the University gives loans to staff for the purpose of refurbishing the applicant's motor vehicle for which the applicant must show proof of ownership.
- c. **Furniture Loan:** Under this Scheme the University grants loans to staff for purchasing furniture items residence or applicant

**Conditions/Eligibility**

- i. The Registry and the Bursary Department shall determine qualification of every applicant and ability to repay the Loan if granted
- ii. All applicants seeking loan must be confirmed staff of the University
- iii. The University shall device other mechanisms for the loan administration

## CHAPTER EIGHT

### ALLOWANCES

#### 8.1 GENERAL

- i. Certain categories of allowances are payable to designated Staff members of the University. The allowances do not constitute emoluments for the purpose of pensions, gratuities or other benefits and are subject to review or abolition by Council at any time.
- ii. The Allowances are:
  - a. Night Allowance
  - b. Contingency Allowance
  - c. Travelling Allowance
  - d. Housing Allowance
  - e. Local Transport Allowance
  - f. Regular Transport Allowance
  - g. Non-Accident Bonus
  - h. Acting Allowance
  - i. Overtime Allowance
  - j. Hazard Allowance
  - k. Shift Allowance
  - l. Leave Allowance
  - m. Any other approved allowance

#### 8.2 NIGHT ALLOWANCE

When a Junior Staff on CONUNASS 01 – 05 travels outside his station on official duties or sent to a conference or seminar in other parts of Nigeria, a fixed night allowance shall be paid in lieu of hotel for each night spent outside the station at the following rates unless the employee was accommodated in government quarters, provided that such allowances shall not apply to trips made within Lagos State, except to Epe when such assignment extends beyond one [1] day:

Western States trip	-	₦5,000.00 per night
Eastern/Northern States trip	-	₦7,500.00 per night
Abuja trip	-	₦10,000.00 per
night		
Lagos trip to Epe [for assignment(s) beyond 1 day]	-	₦5,000.00 per night

#### 8.3 CONTINGENCY ALLOWANCE

Further to 8.2 above, a total sum of **Six Thousand Naira (₦6,000.00) only** per trip shall be paid as contingency allowance to any Junior Staff on **CONUNASS 01 – 05**, who travels and spent night(s) outside his station for official assignment or to attend a conference/seminar approved by the University.

#### 8.4 TRAVELLING ALLOWANCE

- i. Where an employee of the University travels out of the University on official duty, he shall be entitled to a refund of his transport expenses on production of

- supporting receipts (where possible) or a certificate of honour.
- ii. Where an employee living outside the Campus is required by the nature of his duty to return to the University everyday, he shall be entitled to a refund of his transport expenses for such extra journey from home to office.

#### **8.5 HOUSING ALLOWANCE**

All Junior staff shall be entitled to Housing Allowance as specified in the individual's salary scale.

#### **8.6 LOCAL TRANSPORTATION ALLOWANCE**

A Junior staff on CONUNASS 01 – 05 who travels by Air on an official assignment or sent to conference/seminar by the University outside Lagos State shall, in addition to appropriate Air fare, be paid a fixed sum of **Ten Thousand Naira(₦10,000.00)** to cover the cost of Taxi between the Airport and the city where such event is holding, provided that this allowance shall not apply to conferences or official assignments holding within Lagos.

#### **8.7 REGULAR TRANSPORT ALLOWANCE**

A regular transport Allowance per month shall be payable to all employees on CONUNASS 01 – 05 to augment their expenses on transport as specified in the individual's salary scale.

#### **8.8 NON ACCIDENT BONUS**

- i. A Motor Driver, Driver/Mechanic or Dispatch Rider, whether on permanent establishment or temporary appointment shall be entitled to an annual non-accident bonus equal to 100% of his monthly basic salary, subject to review.
- ii. The term "accident" in this context means any occurrence whereby damage is done to property of any kind or injury is done to **person(s)** or **animal(s)** which, in the opinion of the Driver's Head of Department is attributed to the manner in which **the** a Driver, Driver/Mechanic or Dispatch Rider drove or **managed the** vehicle.
- iii. A Driver, Driver/Mechanic or Dispatch Rider who, whilst in receipt of his bonus, is involved in an accident in which he is adjudged by his Head of Department to be at fault shall forfeit his bonus and shall start further qualifying period of one year's accident free driving from the date of the accident.
- iv. **Non Accident Bonus shall be applicable to only Drivers/Mechanic attached to a particular official vehicle during the year under review.**

#### **8.9 ACTING ALLOWANCE**

- i. Subject to the Registrar's prior approval, the University will pay an acting allowance to an employee on CONUNASS 05 who may be called upon to act in the absence of an officer on CONUNASS 06.
- ii. The rate of acting allowance shall be 100% of the difference between the substantive salary of the employee and the entry point of the next higher salary scale.

- iii. No acting allowance shall be paid to employees who are called upon to shoulder responsibility on CONUNASS 05 and below.
- iv. No acting allowance shall be paid if the period of acting appointment is not more than fifteen (15) days. Acting allowances will not be paid for any days in excess of fourteen (14) days of continuous absence from duty on grounds of ill-health while acting in a higher post.
- v. In all cases, the Head of Department concerned shall seek prior approval of the Registrar before acting appointment is commenced, and, if the Registrar approves, a letter shall be issued to the effect stating specifically the terms of the acting appointment and the allowance it would carry.

#### **8.10 OVERTIME ALLOWANCE**

Overtime allowance at the approved rates shall be paid to deserving employees when they come to work on Saturdays, Sundays and Public Holidays and when they put in extra hours during normal working days subject to written approval of the Head of Department concerned.

#### **8.11 HAZARD ALLOWANCE**

All junior staff in the service of the University shall be entitled to a monthly hazard allowance of **fifteen thousand (N15,000.00)** naira only subject to review by the University Governing Council.

#### **8.12 SHIFT ALLOWANCE**

Appropriate shift allowance as determined by the University Governing Council from time to time shall be paid to all junior staff engaged in shift duties

#### **8.13 TRAVELLING CLAIMS ON FIRST APPOINTMENT**

A permanent established employee on CONUNASS 04 and 05 shall be entitled to claim reimbursement on reasonable transport expenses in respect of self, wife and five children and one dependant and luggage from his domicile to Lagos on first appointment, other permanent established staff on CONUNASS 01-03 shall be reimbursed with their reasonable transport claim in respect of self, spouse, four children and luggage only.

## **CHAPTER NINE**

### **HEALTH SERVICES**

#### **9.1 MEDICAL CARE AND ELIGIBILITY**

- i. As contained in the letter of appointment, a member of staff is entitled to free medical care whilst in Nigeria. The free medical facility shall be extended to the immediate family of the staff concerned (i.e. the spouse and four biological/adopted children). However, it shall be the duty of every member of staff to take due care to ensure good health of himself and his family.
- ii. An employee, his spouse and four biological/adopted children are entitled to free medical care first within the University Health Center, and on referral, at any of the Lagos State General Hospitals and/or Lagos State University Teaching Hospital. However, access to free medical care is predicated on full registration by the employee and his dependants at the University Health Centre.

#### **9.2 CONDITIONS FOR FREE MEDICAL SERVICES AND PAYMENT OF CLAIMS**

- i. In case of hospitalization at any of the approved hospitals in Nigeria, the University shall bear the cost of treatment at a rate fixed by the University or Government. Medical treatment in any hospital in Nigeria other than at the University Health Center or any State Government-owned hospital, shall be at the expense of the employee unless and to the extent approved by the Director of Health Service of the University who shall confirm/certify that such treatment was not otherwise available in any of these approved treatment centers.
- ii. Where a member of staff incurs any expenditure in respect of medical treatment for himself or his immediate family as stated above or for any other reason approved by the University, he may claim refund/reimbursement only if the Director of Health Services of the University is satisfied that the services could not have been provided by the University Health Centre, the State-owned General Hospitals or the Lagos State University Teaching Hospital.
- iii. A staff member who takes ill during an official leave/vacation can be entitled to a refund of all expenses incurred subject to presentation of a medical report on resumption from leave. Each application for treatment during official leave/vacation shall be treated on its own merit with a view to ensuring that the interests of both the University and the staff are adequately protected.
- iv. Where a staff member incurs in respect of drugs prescribed by the University Health Services and such drugs cannot be supplied by the Health Centre, he shall be reimbursed by the University with the approval of the Director of Health Services subject to a maximum of what would have been paid if the person concerned had been treated in any of the Health institutions approved by the University.
- v. All claims in respect of hospitalization, medical treatment and procurement of drugs shall be supported by relevant bills and must be submitted to the University Director of Health Services for approval and transmission to the Vice-Chancellor for authorization of payment.

- vi. No claims shall be entertained or met by the University where it is established that illness or hospitalization/treatment is attributable to the staff's own willful fault or drunkenness. The University shall not also be responsible for the cost of dentures, gold fillings, spectacles and other medical aids and equipment unless they are certified to have become necessary as a result of an accident to the employee arising out of and in the course of his official duties. The University shall not also entertain claims in respect of having new babies except in case of complications arising from such deliveries.

### **9.3 OVERSEAS TREATMENT**

- i. A member of staff or a member of his family shall be entitled to medical treatment abroad on either of the following grounds, **subject to availability of funds**:
  - a. That appropriate diagnosis/treatment is not available in the country;
  - b. That illness occurs while abroad on University approved trip such as Attendance of Conference, Study/Training Leave, Sabbatical Leave, etc.
- ii. Consequent upon (i) above, all University staff going abroad on approved trips (other than conference trips) are advised to take medical insurance policy where such policy exists. The University will reimburse the cost of the premium paid for an amount not exceeding **One Thousand US dollars (\$1,000)** and the limit shall be determined by the Governing Council from time to time.

### **9.4 PROCEDURE FOR APPROVING OVERSEAS TREATMENT**

Before approval could be granted for an overseas treatment for any staff, the following conditions must be satisfied:

- a. Recommendation must be made by appropriate specialist from a Teaching or a Specialist Hospital through the Director of Health Services of the University and considered by the Medical Board/Committee of the University;
- b. In making recommendation as stated in (a) above, there must be evidence that suitable arrangements had been made with appropriate external (overseas) institution (s) for the care of the patient by the specialist from the Teaching Hospital and confirmed by the Director of Health Services.
- c. All recommendations shall be forwarded through the Director of Health Services to the Vice-Chancellor for executive approval, subject to ratification by the Governing Council.

### **9.5 APPROVED ENTITLEMENT FOR OVERSEAS TREATMENT**

Where an employee goes abroad for treatment on medical advice given on the grounds that the appropriate diagnosis/treatment is not available in Nigeria, medical expenses shall be met by the University including the cost of maintenance in the hospital as follows:

- a. Transportation of patient to and from the country where the diagnosis/treatment is rendered;
- b. Transportation of medical personnel/escort where indicated by the patient's condition and so recommended by the Medical Board/Committee of the University;

- c. EITHER hospital bills including all forms of prescribed treatment, investigation processes, meals for in-patients OR cost of prescribed out-patient treatment, drugs and investigations;
- d. **Estacode** allowance at the appropriate rate to care for hotel accommodation, feeding, local transportation and other incidental expenses.

#### **9.6 MANDATORY ANNUAL EYE TEST FOR UNIVERSITY'S STAFF**

All staff of the University shall be obliged to undergo an annual eye test at the expense of the University. Where a University staff, as a result of the eye test is found to require spectacles for the official duties, only the prescribed lenses shall be procured by the University.



## CHAPTER TEN

### DISCIPLINE

#### 10.1 INTRODUCTION

It shall be the duty of every officer to acquaint himself with the disciplinary rules and any other regulations in force.

**10.11** Disciplinary Proceedings” means the procedure initiated by or at the instance of or with the approval of the Vice-Chancellor against an officer of the University in accordance with any disciplinary provisions in order to establish whether **or not**;

- a. The conduct of the person in question, has been, in any respect blameworthy or
- b. it is the interest of the Department where **he/she** is deployed and generally in the interest of the University as a whole that he should be sanctioned.

**10.12** The power to dismiss and exercise disciplinary control over officers in the employment of the University is vested in the Council. The power may be the delegated to the Vice-Chancellor and to the Departmental Heads.

**10.13** Any disciplinary proceedings against a female officer which might otherwise have been taken during the period of her maternity leave, shall be postponed until her maternity leave has expired. Such postponements however shall not in any way be prejudicial to the proceedings against her.

#### 10.2 DISCIPLINARY PROCEDURE

- a. Disciplinary action can be initiated at the Units/Departments/Divisions/ Faculty/College level by the Heads of Unit/Department/Division/Faculty/College.
- b. The above provision however does not preclude the Vice-Chancellor from initiating a disciplinary procedure in exercise of his statutory powers to maintain the good order of the University.**
- c. Upon the approval of the Registrar, the Establishments Division can also initiate disciplinary process by issuing query to staff involved in misconduct, such as falsification of results, records, age and non-compliance with directive on posting, or such offences committed in connection with members of the public which may be reported from time to time and report such action to the Vice-Chancellor.**

**10.21** Arising from Regulation 10.2b above, the Head of Unit/Department/Division/Faculty/College shall be responsible to the Vice-Chancellor for the maintenance of the day-to-day discipline of the staff assigned to his Unit/Department/Division/Faculty/College in all matters relating to the Unit/ Department/Division/Faculty/College.

**10.22** The Head of Unit/Department/Division/Faculty/College shall have the power to issue written queries to staff assigned to his Unit/Department/Division/Faculty/College in respect of inefficiency whether

general or specific, misconduct or for any act which he deems prejudicial to the image of the University.

**10.23** Disciplinary procedures in respect of an erring member of staff are initiated at the Department by the Head of Department of the concerned staff. When a member of staff is alleged of misconduct, or is found to be inefficient in a particular regard, the Head of Department shall query the erring member of staff who shall respond to the query, within the time stipulated. If his response is satisfactory, the disciplinary procedure shall terminate there.

**10.24** The following disciplinary procedures shall be strictly followed for staff of Lagos State University:

- a. upon the receipt of a report/observation/allegation of wrongdoing, query shall be issued to a member of staff at the Department level, with the overall Head of Department as well as all relevant offices being copied the query;
- b. upon receipt of response from the staff to whom the query was issued, the superior officer who issued the query in the first place shall comment on the response of the staff to confirm his satisfaction or otherwise with the response, and shall recommend to the overall Head of Department/Division to approve that the response is satisfactory and the query shall not count against the staff in the future. However, if the overall Head of Department/Division is not satisfied with the response, he shall endorse that the response be referred to the Establishments Division of the Registrar's Office for further processing.
- c. in any of the two (2) events in (ii) above, a member of staff answering query as well as all officers to whom the query was copied in the first instance, should be formally informed of the satisfaction or otherwise with the response to the query as approved by the Head of Department;
- d. the Establishments Division shall look at the allegations contained in the query, as well as the response by the alleged staff and determine whether the response is indeed satisfactory in line with regulations with a view to justifying the decision of the Head of Department on the response to the query;
- e. in the event that the Establishments Division finds that the response to the query was erroneously accepted to be satisfactory, it shall highlight its observations with relevant regulatory provision(s) and make appropriate recommendations to the Registrar with respect to the matter;
- f. meanwhile, any superior officer or Head of Department to whom a response to query is not satisfactory shall state in his comments verifiable information debunking the defense(s) of the respondent as reasons for his position and inform the affected staff (i.e. the respondent) and the Establishments Division accordingly;
- g. in the event that the Establishments Division finds that the reasons advanced by the superior officer or the Head of Department for rejecting the response to query cannot be justified with appropriate regulations and that the response to the query had objectively addressed the issues raised in the query, it shall in

- accordance with appropriate provisions inform such Head of Department and the staff involved that such response was in order and the query would no longer count against the staff in the future;
- h. otherwise, the Establishments Division shall necessarily process a case for the appropriate Junior Staff Disciplinary Committee when such matter had not been effectively and satisfactorily concluded in accordance with relevant regulations;
  - i. the appropriate Junior Staff Disciplinary Committee shall consider the fresh matter before it at its meetings and allocate same to its Subcommittee [otherwise called Panel] which shall, within the time allocated to it, investigate the matter and make appropriate recommendation(s) to the Committee on whether or not the staff has a case to answer on the allegation;
  - j. ensure fair hearing, equity and justice, Subcommittees shall invite the concerned member of staff to make submissions to it in respect of the allegation being investigated as it affects office.
  - k. The Junior Staff Disciplinary Committee shall in turn consider the recommendations of its subcommittee in respect of the member of staff concerned and either modify, uphold or upturn the recommendation(s) of the said subcommittee on the matter. The Junior Staff Disciplinary Committee should also invite the concerned member of staff to make submissions in respect of the matter for which he is being investigated.
  - l. The recommendation(s) of the Junior Staff Disciplinary Committee either for sanction upon determination of guilt or acquittal upon determination of innocence of the member of staff is then forwarded to the Governing Council which shall consider same and take decision(s), either upholding the recommendation of the Committee(s) or upturning the recommendation(s) made by the Committee.
  - m. A member of staff who has been dismissed or whose appointment was terminated following the disciplinary procedure enumerated above can appeal to Council within six (6) weeks of receipt of the decision of Council provided that at the time of the appeal, there are fresh facts or information which were not brought before the Committee or Council prior to his dismissal or the termination of his appointment.

#### **10.25 Powers of the Vice-Chancellor to Initiate Disciplinary Procedure**

- (a) In furtherance of regulation 10.2 (b) above, the Vice-Chancellor could initiate the disciplinary process by issuing query or direct that a query should be issued to any staff found to have engaged in any act of misconduct or serious misconduct as defined in these regulations. The Vice-Chancellor may also constitute a fact finding Panel to establish basic facts surrounding an observed act of misconduct.**
- (b) If the response of a staff to such query is not acceptable to the Vice-Chancellor, the Vice-Chancellor could direct that the Establishments Division issues a formal warning or letter of advice to the staff or direct that**

**the case will be processed by the Establishments to take the full course of disciplinary procedure enumerated under regulations 10.4 [where the Vice-Chancellor will substitute for Head of Department] and to enable Council decide on the matter.**

**10.26 In furtherance of regulation 10.2(c) above, the Establishments Division shall substitute for Head of Department for the purpose of implementing procedures enumerated under regulation 10.4**

**10.3 JUNIOR STAFF DISCIPLINARY COMMITTEE (JSDC)**

**10.31** The membership of the JSDC shall be constituted as follows:

**a) Membership**

- |  |           |
|--|-----------|
| 1. Registrar or his representative                           | Chairman  |
| 2. University Bursar or his representative                   | Member    |
| 3. Director, Health Services                                 | Member    |
| 4. Director, Works & Physical Planning                       | Member    |
| 5. One [1] External Member of Council                        | Member    |
| 6. Dean of Faculty/Head of Department of the staff concerned | Member    |
| 7. Head of Pensions Unit                                     | Member    |
| 8. Deputy Registrar, [Legal]                                 | Member    |
| 9. Head of General Administration                            | Member    |
| 10. Registrar's Nominee                                      | Secretary |

**10.32 Terms of Reference**

- a. To investigate, consider and determine all disciplinary cases involving junior members of staff of the University, provided always that any member of staff aggrieved by a decision of the Committee may appeal to Council for re-evaluation and reconsideration within **six [6]weeks** of the decision of the Council;
- b. To make appropriate recommendations to Council on any disciplinary action that may lead to termination or dismissal of any offending staff.

**QUORUM:** One-Third of its total membership

**10.33 JUNIOR STAFF DISCIPLINARY SUB COMMITTEE [PANEL] OF INQUIRY**

- a. The Junior Staff Disciplinary Committee may from time to time, constitute a Sub-Committee or Panel of inquiry to assist in investigating an employee's alleged misconduct.
- b. The Sub-Committee or Panel shall consist of at least three persons, one of who shall be a representative of the Non-Academic Staff Union (NASU) Lagos State University Branch.

- c. The terms of reference and timeline of assignment of the Junior Staff Disciplinary sub-Committee shall be prescribed by the Junior Staff Disciplinary Committee.
- d. **An appointee of the Registrar shall serve as Member/ Secretary to the Panel.**

#### **10.34 SETTING UP OF AD-HOC DEPARTMENTAL DISCIPLINARY COMMITTEE**

- a. An Ad-hoc Departmental Disciplinary Committee shall be set up by a Dean of Faculty, Head of Department or an Administrative Officer whose status is not below CONUNASS 13 where he considers it necessary before embarking on any disciplinary action that may lead to dismissal or termination of the appointment of the employee concerned.
- b. Where a review of any disciplinary action taken on the recommendation of the Head of Department is considered necessary, such a case shall be referred to the Junior Staff Disciplinary Committee.

#### **10.35 COMPOSITION OF AD-HOC DEPARTMENTAL DISCIPLINARY COMMITTEE**

The Committee shall comprise

- a. A Chairman, appointed by the Dean of Faculty or the Head of Division.
- b. 3 Officers not below CONUNASS 08 in non-teaching Units/Departments/Divisions.

No member of Ad-hoc Committee shall be a member of the Junior staff Disciplinary Committee

#### **10.36 TERMS OF REFERENCE OF AD-HOC DEPARTMENTAL DISCIPLINARY COMMITTEE**

- a. To consider and make recommendations to either the Dean of a Faculty, Head of Department or an Administrative Unit or the Registrar on the case(s) referred to it.
- b. To review and make recommendations to the Vice-Chancellor on petitions against any disciplinary action taken on the recommendations of a Head Department provided that no Ad- Hoc Committee shall have jurisdiction on any criminal cases or cases affecting the security of the University over which the Vice-Chancellor reserves the right of summary action as he may deem appropriate.

#### **10.4 GROUNDS FOR INITIATING DISCIPLINARY PROCEDURE**

Disciplinary Proceedings are initiated due to an employee's misconduct or general inefficiency.

##### **10.41 GENERAL INEFFICIENCY**

- a. General Inefficiency consists of a series of omissions or inability to discharge duties to the required standard, the cumulative effect of which shows that the officer is not capable of efficiently discharging the duties of the office he holds.
- b. It shall be the duty of every superior officer, as soon as **he/she** observes any fault or shortcoming in the work of an officer subordinate to him, to bring it to the

officer's notice during a counseling/mentoring/coaching session and to place it on record that this has been done, with a view to improving the officer's efficiency in the University.

- c. Before proceedings for the removal of an officer for General Inefficiency may commence, he must have been:
  - i. warned on three or more occasions previously in writing or suffered loss or deferment of his last increment; and
  - ii. given ample opportunity for improvement (within a timeline of one year)

#### **10.42 MISCONDUCT**

Misconduct is defined as a specific act of wrongdoing or improper behavior which, if investigated and proven, can lead to termination or compulsory retirement. It includes:

A willful act or omission or general misconduct to the scandal of the public or to the prejudice of discipline and proper administration of the University e.g. dishonesty, drunkenness, false claims against the University, foul language, insubordination, negligence, falsification or suppression of records, failure to keep records, sleeping on duty, loitering, unruly behavior, dereliction of duty, habitual lateness to work, refusal to proceed on transfer or to accept posting, refusal to carry out lawful instruction(s) from superior officers, malingering, discourteous behavior to the public, engaging in trade or business without authority, improper dressing while on duty, hawking, merchandise or engaging in any other form of trade within office premises during office hours, deliberate delay in treating official documents, immoral behaviour, failure to appear for promotion exercise without reasonable cause, fighting while on duty etc.

As soon as a superior officer becomes dissatisfied with the behavior of any officer subordinate to him, it shall be his duty to inform the officer in writing giving details of the unsatisfactory behaviour and directing him to submit within a specific period, such written representations as he may wish to exculpate himself from disciplinary action and follow the procedure as in 10.2

#### **10.5 QUERY OR PRELIMINARY LETTER**

The query, or preliminary letter, shall be in the format shown below:

##### **PRELIMINARY LETTER**

To: .....

Designation and Rank: .....

\*I wish to draw your attention to the fact that/\*It has been brought to my notice that your \* work/conduct is unsatisfactory in the following respect(s):

- .....
- .....
2. If you desire to submit any representations as to why disciplinary action, which might include....., should not be taken against you, they should be submitted to undersigned:..... within.....of receipt by you of this letter. Failure to submit any representations within this time limit will be taken to mean that you do not wish to make any, and appropriate disciplinary action will be taken against you.

3. Acknowledge receipt of this letter in the copy attached.

Signed:.....

Designation:.....

Date:.....

For: Head of Department/Dean

4. I acknowledge receipt of the original of this letter No.....

Dated the.....20.....

Signed:.....

Designation and Rank:.....

## **10.6 SERIOUS MISCONDUCT**

Serious misconduct is defined as a specific act of very serious wrongdoing and improper behaviour, which is inimical to the image of the University which can be investigated and, if proven, **shall** lead to dismissal.

### **10.6.1 Serious acts of misconduct include:**

- i. Falsification of records;
- ii. Suppression of records;
- iii. Withholding of files;
- iv. Conviction on a criminal charge (other than a minor traffic or sanitary offence or the like);
- v. Removal of documents from personal file or confidential file
- vi. Absence from duty without leave;
- vii. False claims against University Officials;
- viii. Engaging in partisan political activities;
- ix. Bankruptcy/Serious financial embarrassment;

- x. Unauthorized disclosure of official information etc;
- xi. Bribery;
- xii. Corruption;
- xiii. Embezzlement;
- xiv. Misappropriation;
- xv. Violation of Oath of Secrecy;
- xvi. Action prejudicial to the security of the University/State;
- xvii. Advance fee fraud (Criminal Code 419);
- xviii. Holding more than one full-time paid job;
- xix. Nepotism or any other form of preferential treatment;
- xx. Divided loyalty,
- xxi. Sabotage;
- xxii. Willful damage to University/Public property;
- xxiii. Sexual harassment/Rape;
- xxiv. Fighting while on duty;
- xxv. Membership of cult(s)
- xxvi. Failure to appear for promotion exercise without reasonable Cause
- xxvii. Insubordination;
- xxviii. Malicious and falsewhistleblowing;
- xxix. Involvement in Examination Malpractice
- xxx. Decoding of records
- xxxi. Battery;
- xxxii. Assault; and
- xxxiii. Any other serious act unbecoming of a Public Officer.
- xxxiv. **Use of Surrogates to conduct University business**

#### **10.6.2 OFFENSES COMMITTED OUTSIDE THE UNIVERSITY.**

**Apart from offenses committed within the University or during work, act committed outside the University, which brings the name of the University into disrepute, such as street fighting, stealing, fraud, etc also attracts query, warning or advise in writing or could be referred to the appropriate Disciplinary Committee where it will assume the full procedure earlier identified.**

#### **10.7 PRESCRIBED DISCIPLINARY SANCTIONS**

The following are the prescribed sanctions which **shall** be applied in accordance with the rules in this Chapter;

- i. Reprimand



- ii. Warning
- iii. Surcharge
- iv. Suspension of increment
- v. Withholding/Deferment of increment
- vi. Suspension
- vii. Reduction in Salary
- viii. Reduction in Rank
- ix. Termination of Appointment
- x. Dismissal

**It is recommended that offences and their appropriate sanctions are tabulated as obtained in the Old Senior Staff Conditions of Service to give room for consistency in application of sanctions.**

#### **10.71 Reprimand**

- a. A Head of Unit/Department/Division/Faculty/College may query or warn orally an employee for minor shortcomings
- b. If a Head of Unit/Department/Division/Faculty/College is of the opinion that an employee's work and conduct are unsatisfactory, he should issue a query to the staff to explain in writing why disciplinary action should not be taken against him
- c. If the employee's explanation is considered to be unsatisfactory, the employee should be issued a written reprimand, a copy of which, together with employee's explanation, should be sent to the Registrar.
- d. If the Head of Unit/Department/Division/Faculty/College is satisfied with the response no further action will be taken against the Officer.

#### **10.72 Warning**

- a. Continued misconduct of an employee shall be reported to the Registrar, who shall call for an explanation from the employee concerned. If his explanation is considered to be unsatisfactory, the Registrar shall warn the employee in writing
- b. If an employee's performance is not entirely satisfactory during an increment-earning period but it is not considered that the circumstance warrants the immediate deferment or withholding of increment, the Registrar shall, before granting the increment, warn the employee of his deficiencies which if not corrected will affect adversely the granting of further increments.
- c. If an employee has been warned on more than three occasions, his case shall be referred to the Junior Staff Disciplinary Committee for further necessary action.

#### **10.73 Surcharge**

This is a sanction applied where a staff is to pay back the cost of damages or losses incurred by the University on account of his negligence.

#### **10.74 Deferred Increment**

- a. An increment may be deferred when because of an employee's short-comings, a Head of Department recommends that it should not be granted but postponed for a specific period. This period shall be fixed at the time the increment is deferred and should not normally be more than six months in the first instance. It may, if necessary, because of continued bad performance be extended to one year.
- b. An employee's shortcomings shall be explained to him in writing by the Registrar before an increment is deferred.
- c. A deferred increment may not be subsequently granted without the written approval of the Registrar and when eventually granted, it shall not become effective until the day following the expiration of the specified period of deferment but the employee concerned shall retain his original incremental date for subsequent increments. A deferred increment cannot be granted with retrospective effect because of improved service later.

#### **10.75 Withholding of Increment**

- a. An increment is withheld when, because of an employee's shortcomings, it is decided not to grant it and that he shall cease to be eligible for it until his next incremental date.
- b. Withholding an increment is a more serious penalty than to defer it because the withholding of an increment results in an employee remaining one incremental step behind for the rest of his incremental service. Before a Head of Department recommends that an increment be withheld, he shall take into account the gravity of the shortcoming(s) and any written explanation of the employee for his shortcomings.
- c. Withholding an increment will normally follow previous action under section 4.4 and no increment shall be withheld without the approval of the Registrar.
- d. An increment which is withheld shall not be granted retrospectively because of improved service later

#### **10.76 Suspension**

Suspension is a sanction that involves temporary stay-off duty with loss of corresponding benefits. It shall not be used as a synonym for interdiction. Suspension shall apply where a *prima facie case*, the nature of which is serious, has been established against an officer.

An officer convicted of a criminal offence [other than a minor traffic or sanitary offence and the like] shall be suspended with effect from the date of conviction, pending consideration of his case by the Council.

#### **10.77 Interdiction**

- a. When a serious case that may lead to dismissal has been instituted against an officer, the Registrar with the approval of the Vice-Chancellor may interdict him on not less than half of his monthly salary pending the determination of the case.
- b. Recommendations to the Vice-Chancellor for interdiction shall be made only if it is against the University's interest that the officer should continue to perform any of the duties of his rank. When the charge against him is such that the continued

performance of his present duties is not in the Institution's interest or prejudicial to the investigation of the charge against him, consideration shall be given to placing him on alternative duties. Interdiction shall only be resorted to when this is not possible.

- c. When an officer is interdicted, he shall cease to report for duty and shall receive such proportion of his emoluments, being not less than one half, as the Vice-Chancellor may determine. The letter informing an officer of his interdiction shall also indicate the proportion of emoluments he is to receive while on interdiction.
- d. Formal notice of interdiction shall be given to the employee concerned in writing. The notice shall state the date of interdiction and the reason for such interdiction.
- e. An employee who is under interdiction shall be required to hand over any uniform, account books and records and any other property of the University in his possession to the Head of Department or the most superior officer. He shall be forbidden to carry on his duties or visit his place of work except with the express permission of the Registrar.
- f. Where an employee under interdiction is found not guilty of the charges made against him, he shall be reinstated and shall receive the balance of his or her salary for the whole period of his or her Interdiction.
- g. If he is found guilty but not dismissed, he may be refunded such portion of the emoluments denied him as the Council may determine.
- h. The period of interdiction shall not exceed two [2] months within which period it is expected that Council would have taken decision on the matter.

#### **10.78 Responsibility of an Interdicted Officer**

- a. An officer who is under interdiction shall notify the Registrar of his intention to leave his station. He shall however not leave the country without the specific approval of the University.
- b. The officer shall be responsible for informing his Head of Department of the address to which instructions to him can be delivered.
- c. Should he fail to comply with the instructions delivered to him at such an address within seven [7] days of such delivery, he shall be regarded as absent from duty without leave.

#### **10.79 Termination**

- a. In addition to the provisions under Chapter Two for termination of employees with unsatisfactory probationary service, an unconfirmed employee may have his appointment terminated with a month's notice or a month's pay in lieu of notice if at his third attempt he fails to pass the Confirmation of Appointment Examination with the approved benchmark.
- b. An employee who is confirmed in his appointment may have his appointment terminated by the University on grounds of general inefficiency provided that his conduct had previously been proved unsatisfactory and warnings issued to him on **at least** three occasions.

- c. The appointment of a confirmed employee shall not be terminated on grounds of general inefficiency until he has been given the opportunity of submitting representations to the Registrar through the Head of Department and such representations have been considered by the Junior Staff Disciplinary Committee, and finally by the Governing Council.
- d. A confirmed established employee whose appointment is terminated for inefficiency shall be given one calendar month notice or alternatively one month pay in lieu of notice. Any leave entitlement accruing at the time of termination may be granted to run concurrently and terminate with the notice or if being terminated without notice such leave may be commuted to cash. Such notice of termination of appointment may be given on any date of the month, and the calendar month shall be calculated from the day on which the notice is given to the day numerically corresponding to that day in the following month, less one day

#### **10.710 Dismissal**

- a. An employee under Interdiction or other disciplinary measure who is found guilty of any of the charges preferred against him may be dismissed and if so, shall not subsequently receive any short payment of his salary.
- b. Failure to disclose any previous conviction for a criminal offence is tantamount to misconduct which shall lead to dismissal after due process has been followed.
- c. An employee convicted of a criminal charge shall not receive any emoluments for a period following the date of his conviction, his appointment shall be determined appropriately and the decision shall be approved by the University Governing Council.
- d. Upon conviction of an employee on a criminal charge, he shall be dismissed or have his appointment terminated with effect from the date on which he was convicted.
- e. Any employee of the University shall be dismissed if he corruptly accepts or obtains or causes any person to accept or attempt to obtain from any person, for himself or for any other person, any gifts or consideration as an inducement or reward for doing or forbearing to do any act in relation to the University's affairs or business.
- f. An employee of the University shall be summarily dismissed if he:
  - i. Whilst employed in a full-time capacity, acts as attorney or agent against the University in any matter
  - ii. Falsifies credentials or records.
- g. No notice or salary in lieu of notice shall be given to any employee dismissed for misconduct. Dismissal of the employee concerned shall take effect from the date as approved by Council.
- h. Any employee dismissed for misconduct shall not be eligible for leave and shall vacate University Quarters within 4 weeks.

#### **10.8 APPEALS**

A staff member that has been sanctioned and the matter pronounced upon by the Council may appeal the sanction. The appeal shall be formally addressed to Council through the Registrar.

It is the duty of the Registrar to ensure that such an Appeal is presented to the Appeal Committee of Council for consideration and deliberation

- a. Once Council has taken a decision on an Appeal based on the recommendation of the Appeal Committee, any further appeal on same shall not be entertained by the Council.
- b. The Governing Council shall only deliberate on appeal cases where additional evidence relevant to the case has been provided and the appeal is made within six (6) weeks from the date the sanction was communicated to him.

#### **10.9 RE-ORGANIZATION**

If due to re-organization within the University, it is considered necessary to abolish or scrap an office and **the incumbent confirmed staff** cannot be offered a suitable alternative post, **he/she** may be called upon by the University Council to retire and shall be entitled to, in addition to his contributory pension dues, a compensation of 100% of his annual salaries and emoluments, payable on the date of notification of his disengagement.

This provision however applies to confirmed staff only. For Temporary/Unconfirmed staff, he shall be given one [1] month notice or paid one [1] month basic salary in lieu of notice.

#### **10.11 LOSS/DAMAGE TO UNIVERSITY PROPERTY**

- a. If at any time the Registrar is, after a formal inquiry, satisfied that the University has sustained a loss by reason of neglect or default of any staff, such staff shall be liable to make good the loss or damage to the extent ascertained as a result of the formal enquiry. Any sums due to such employee from the University may be withheld in satisfaction of such loss or damage.
- b. Should a loss of funds or stores occur, an employee discovering the loss shall report immediately to his Head of Department.

#### **10.12 DISCLOSURE OF OFFICIAL INFORMATION**

- a. An employee shall not disclose to any person, except in accordance with official routine or with the special permission of the Head of Department, any information of an official nature entrusted to his care or which he had obtained in the course of his official duties.
- b. An employee shall exercise due diligence to prevent the knowledge of any such information being communicated to any person against the interest of the University.
- c. An employee shall not extract or copy official minutes, records or other documents except in accordance with the performance of his official routine duty or with the express and special permission of his Head of Department.

#### **10.13 COURT ACTION**

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

## CHAPTER ELEVEN

### MISCELLANEOUS

#### 11.1 UNIFORMS

- i. All employees who are required to wear uniforms while on duty shall be provided with uniforms at the expense of the University not less than once yearly.
- ii. Employees shall be responsible for the maintenance of the uniforms in good condition.
- iii. An employee may be surcharged with the cost of replacement of any uniform in his charge which has become unuseable through negligence, lack of care or willful damage on his part.
- iv. Before leaving the service of the University for any reason whatsoever, any employee issued with uniforms and other University properties must surrender them to his Head of Department and obtain certificate of clearance before he is paid his final entitlements.

#### 11.2 CLEARANCE

When an employee resigns his appointment or has his appointment terminated, the Bursar shall ensure that any cost of damages done to University property by the staff **and all his outstanding dues and bills are deducted** from his final entitlements.

#### 11.3 SPECIAL PROVISION

These regulations may be amended from time to time by the Governing Council of the University, in line with the State Government directives and the Department of Establishments Office of the Head of the State Civil Service **with due recognition of University autonomy.**