

UNIFIED CONDITION OF SERVICE

FOR UNIONIZED STAFF

OF THE PUBLIC UNIVERSITIES OF GHANA

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PREAMBLE

This agreement made the 1st Day of January 2008 as a result of Collective Bargaining between the Management of the Public Universities of Ghana (hereinafter referred to as the “Employer” or “Management”) on one side and the Teachers and Educational Workers Union of Ghana TUC on the other (hereinafter referred to as the (“Union”)) shall be referred to as the Public Universities Collective Agreement, with the following mutual understanding that has been entered into:

ARTICLE 1 – RECOGNITION

The Management recognizes the Union as being the officially certified Trade Union under the Labour Act 2003 (Act 651) as the sole and exclusive collective bargaining representative of its employees and the sole negotiating body for all matters connected with terms of employment or with the conditions of labour of the employees covered by this Agreement who are members of the Union or who may become members within the durations of this Agreement.

ARTICLE – 2 MANAGEMENT/UNION RELATIONS

2.01 Responsibilities of the Parties to the Agreement

- a) Both parties recognized that this Agreement imposes serious duties and responsibilities on the Union as well as the Management.
- b) It is further recognized that this Agreement is a “living documents” and the fact that certain conditions are reduced to writing does not preclude the responsibilities of either party to meet with the other to discuss and negotiate on matters not specifically covered by the Agreement but which are within the scope and intent of Collective Bargaining.
- c) It is further agreed and understood that Management will discuss and consult in good faith with the Union before making changes of prior benefits, practices and understanding which are mutually acceptable to the Management and the Union but which are not specifically covered by this Agreement.
- d) It is recognized that if during the life of this Agreement there are changes in law, regulations, personnel policies, practices or other matters affecting working conditions, and if the changes leave Management no discretion in the matter the Union will be informed of the changes. When the laws or regulations leave administrative discretion of the required changes, the parties will engage in negotiations in good faith.

2.02 PURPOSE, INTENT AND RELATIONS OF THE PARTIES

- a) The purpose of the Management and the Union entering into this Agreement is to set forth their agreement on salaries, wages, hours of work, and other conditions and rules of employment.
- b) Both parties do recognize and agree to promote the growth and development of their common interest in the highest possible degree of friendly and co-operative relationships between their respective representatives at all levels and the employees.
- c) It is the intention of the parties to work together to establish, promote and maintain an orderly, peaceful, and harmonious relationship in the handling of matters of mutual concern arising under this Agreement.
- d) The representatives of the Management and the Union realize that this goal depends on more than words in a Labour Agreement. It depends primarily on attitudes between both parties at all levels of responsibility.

Both parties therefore believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Management and the Union.

- e) Both parties believe that these attitudes can be encouraged best when it is made clear that the Management and the Union representatives who are involved in the negotiation of this Agreement are sincerely concerned with the well-being of the University and of all employees.
- f) There shall be no discrimination or victimization by the Management against any employee or applicant for employment because of membership of or activity on behalf of the Union or a Trade Union.
- g) It is agreed between both parties that should any differences, disputes or grievances arise between the Management and the Union or between Management and an Employee, they will be examined in this same spirit and settled in accordance with the procedures outlined in this Agreement.
- h) This Agreement shall not worsen any existing terms and conditions of service.

ARTICLE 3 – DURATION

- 3.01 This Agreement shall come into force and operate from the 1st Day of January 2008 and shall remain in force without any amendments, alterations or additions for up to December 31st, 2009 except as provided hereunder:
- 3.02 The Provisions of this Agreement can be amended, rescinded or otherwise altered at any time after one year during the life of this Agreement by mutual agreement between the Parties hereto. Such mutual agreement shall be evidenced in writing,

citing the specific provision(s) of the Agreement to be affected. Negotiations for such changes shall begin not later than 30 days after the date notification.

- 3.03 A notice of not less than 60 days before the Agreement is due to expire may be given by either party in writing expressing its wish Agreement to continue for a further period of not more than 90 days or its intention to terminate, amend or modify the Agreement. In the event of such notice being given the parties shall begin negotiations not later than 30 days prior to the expiration date of this Agreement.
- 3.04 In the absence of such notice within the specified period, the Agreement shall continue in force from year to year unless notice is given as above within two (2) months of such yearly expiration date.
- 3.05 In the event that both parties will enter into negotiation on the terms and conditions of the new Agreement, the present Agreement, will continue in force until a new Agreement is signed and the effective date of its commencement agreed, but in no case shall negotiations extend beyond 90days after the anniversary date, except a date of extension had been mutually consented to by both sides.
- 3.06 At any time after one (1) year from the date of the commencement of this Agreement, and once only during the life of this Agreement, either party may give to the other notice in writing that it wishes to negotiate a change in the rate of basic wages or salaries or other matters affecting conditions of service as contained in the salary scales attached to this Agreement, but until new rates are agreed, the rates specified in this Agreement shall remain in force.

ARTICLE 4 – INTERPRETATION

Unless the context otherwise requires, the interpretation of these regulations shall be made by the Registrar.

ARTICLE 5 – DEFINITIONS

The following terms are used in this document.

5.01 **Public Universities**

Means the University of Ghana, Legon; the Kwame Nkrumah University of Science Technology, Kumasi; the University of Cape Coast, Cape Coast; the University for Development Studies, Tamale; the University of Education Winneba and the University of Mines and Technology, Tarkwa.

- 5.02 **Council**
- Means the Council of a particular University as established under the relevant Act.
- 5.03 **Vice Chancellor**
- Means the Executive Head of the University/Institution concerned.
- 5.04 **Department**
- Means any Department of the University, academic or non academic and includes Halls of Residence and other organizations recognized as such by the Council as forming constituent part of the University.
- 5.05 **Head of Department**
- Means the Professor or other person appointed to direct or supervise a Department. This includes a Master/Warden of a Hall of Residence and the Head of any organization in the University. In the absence of the Head of Department, any person duly appointed to act shall be referred to as Head of Department in this context.
- 5.06 **Unionised Staff**
- Means all employees of the University who are members of the Union. Conditions of Service for the various categories of staff who are members of TEWU shall be those applicable to their respective grades in the Unified Conditions of Service for the Public Universities of Ghana.
- 5.07 **Junior Staff**
- Means all employees of the University below the rank of Administrative Assistants and analogous grades.
- 5.08 **Misconduct**
- Means any act or omission without reasonable excuse on the part of an employee which amounts to a failure to perform in the proper manner any duty assigned to him as such, or, which contravenes any statute or regulations of the University or which is otherwise prejudicial to the efficient conduct of the University or tends to bring the University into disrepute.

- 5.09 **Grievance**
Means any employee's complaint that the Employer has violated any of the terms of his conditions of service as specified in this Agreement, or any of his rights under the Labour Act 2003, (Act 651).
- 5.10 **Committee**
Means of the Standing Negotiating Committee of each University Institution in Ghana.
- 5.11 **Union**
Means the Teachers and Educational Workers' Union of the Ghana Trades Union Congress.
- 5.12 **Child on an Employee**
Subject to Article 23.01 of the Agreement means an employee's child not above the age of 21 years, including a ward adopted by an employee in accordance with any statutory provisions.

ARTICLE 6 – APPOINTMENTS

- 6.01 The appointment, promotion, transfer, dismissal and disciplinary control of all employees are vested in the Vice Chancellor.
- 6.02 To be eligible for appointment, a candidate must have the requisite qualifications or experience as laid down from time to time in the Unified Scheme of Service for the Staff of the Public Universities in Ghana.
- 6.03 Vacancies shall normally be advertised internally and shall only be advertised externally if no suitable candidate is available.
- 6.04 An applicant for employment by the University must state:
- a) his/her true age;
 - b) his/her home town;
 - c) whether he/she has previously been employed by any of the Universities or by the Government of Ghana and, if so, why he/she left;
 - d) whether he/she has ever been convicted of a criminal offence;
 - e) the name of spouse if married;
 - f) the name and address of next of kin.

6.05 All permanent staff appointments shall be made through an interview conducted by properly constituted Appointment Committee.

6.06 A person must be medically examined and passed as fit by the Medical Officer of the University or a Government Medical Officer at the expense of the University before being appointed to any post in the University.

6.07 The following procedure will be followed in the appointment of members of staff:
When a candidate has been selected for appointment.

- a) A formal offer of appointment will be made by the Registrar, stating clearly the terms and conditions of the appointment, the salary scale and the point of entry on the scale.
- b) The Registrar will also complete a service record at the cover of the employee's personal file on which shall have been the duplicate copy of his/her letter of appointment, a certificate if available or an affidavit of date of birth and particulars of next of kin.

6.08 The effective date an appointment will normally be the date the employee assumes duty.

6.09 **Temporary Appointment**

- a) In the case of temporary staff, the length of appointment shall not exceed three months. In the case of staff employed for specific projects, the duration of the appointment should not exceed the life of the projects.
- b) Temporary employees shall be paid a fixed monthly salary and shall normally not be due for annual increment.
- c) When the temporary appointment of an employee above the age of 55 (who had previously contributed or should have contributed to the Social Security Scheme) or of an employee on the Ghana Universities Superannuation Scheme comes to an end, and he/she has to leave the service of the University as a result, a gratuity accruing at the rate of 12.5% of a month's pay (excluding allowances) for each completed month of satisfactory service in the University shall be made to him.
- d) A temporary employee who has been engaged against an established post and who has worked satisfactorily for twelve (12) consecutive months may be recommended by the Head of Department concerned for permanent appointment. Such an appointee shall not be required to serve a probationary period. This provision will however not apply to persons engaged in temporary circumstances for the duration of specific research or other project.

e) Temporary employee who have been engaged by the Public Universities should be made to contribute towards the Social Security Fund under the Law establishing the Social Security Fund.

6.10 An employee shall report with documentary evidence any change in marital status forthwith in writing to the Registrar.

6.11 The employer shall undertake to deduct from salaries of employees who are covered by this agreement the amount representing the Union's membership dues monthly in accordance with section 111 of the Labour Act 2003. Any sums deducted shall be paid over as directed by the Union.

ARTICLE7- PROBATIONARY SERVICE AND CONFIRMATION OF APPOINTMENT

7.01 A person appointed to an established post shall normally be on probation for one year after which he will be eligible for confirmation in his/her appointment subject to a report of satisfactory work and conduct from the Head of Department concerned.

7.02 The Registrar on the recommendation of the Head of Department concerned may extend the probationary period of a member of staff for not more than three months if he considers it necessary, in which case no increment will be awarded after the first year of service.

7.03 The Vice Chancellor may, on the advice of the Registrar, reduce the probationary period of a member of staff by not more than 3 months if he considers it necessary.

ARTICLE3- PROMOTIONS

8.01 Promotions shall be made according to merit and in accordance with the provisions of the Unified Scheme of Service for staff.

- 8.02
- a) The Appointment/Promotions Committee shall recommend the effective date of promotion.
 - b) Normally a permanent employee shall be eligible for promotion after a minimum of three years satisfactory service in a grade.
 - c) Any adverse reports shall be shown to the employee concerned.
 - d) Promotions in the University shall be in two categories:
 - i) general promotions based on established in the Department or institution concerned and
 - ii) there shall be pool promotion of employees who become eligible for promotion but for whom there is no establishment.

e) An employee who remains on the maximum scale of salary for two years shall become eligible for consideration for promotion in the pool system provided that his/her work and conduct have been satisfactory and he/she meets in full the qualifications and other conditions stipulated for the next grade in the Unified Scheme of Service.

8.03 Where there is a promotion test no employee shall be promoted unless he/she has passed the test.

8.04 The passing of a qualifying test or examination for a higher grade shall not necessarily entitle any employee to promotion. However, such an employee shall be granted up to two incremental credits in addition to the normal increment provided the employee has not reached the maximum point of salary scale.

8.05 No temporary employee shall be considered for promotion.

ARTICLE 9 - OFFICE HOURS

9.01 An employee will normally be required to attend duty for not more than the statutory number of hours per each working week.

9.02 The actual working hours for a staff be laid down by the University from time to time.

ARTICLE 10 – Overtime

10.01 Notwithstanding 9.01 above an established employee may be required to work reasonable overtime for a period or periods outside, and in excess of his normal working hours with or without overtime payment. Where no overtime is paid the employee concerned may be excused attendance at work for similar period or periods at times to determined by his Head of Department.

10.02 In exceptional circumstances, however, cash payment for overtime worked shall be made to all employees whether established or temporary who are required to work in excess of the normal daily hours work.

10.03 Overtime payment for work done on Saturdays, Sundays and Public Holidays shall be at the rate of double time. For overtime done on workdays the rate of payment shall be time and half.

10.04 All grades of staff who are required by their Heads of Department to work more than 1 hour a day beyond the prescribed minimum working hours shall be entitled to overtime.

ARTICLE 11 - SALARIES

- 11.01 The salary scale appropriate to each post shall be as laid down in the existing Unified Scheme of Service for staff of the Public Universities in Ghana.
- 11.02 All employees shall
- 16.02 **Ex-Gratia on Retirement**
On retirement of an employee, one (1) month's salary shall be paid for every successful year of service under the conditions stated in the appendix.

ARTICLE 12 – ANNUAL INCREMENT

- 12.01 An employee who assumes duty on first appointment between 1st January and 30th September in the financial year may have his first increment on 1st January immediately following assumption of duty. An employee who assumes duty on first appointment after 30th September in the financial year, may have his first increment on 1st January the following year.
- 12.02 a) Increment will normally be granted as an increase of pay to which an employee is entitled for efficient performance of duty.
- b) An employee who has reached the maximum point on his salary scale shall not be entitled to an annual increment.

ARTICLE 13 – ADVANCES

- 13.01 **Advances**
Regulations regarding the payment of advances to employees shall be made by the University from time to time.
- 13.02 **Course Advance**
Course Advance may be granted to staff to cover cost of approved tuition and book fees to pursue relevant course subject to the following conditions.
- The employee shall be on an approved course of study;
 - Availability of funds;
 - Regulations governing the scheme shall be strictly adhered to.
- 13.03 **Salary Advance**
An employee upon request shall be granted two (2) month salary advance subject to the availability of funds and shall be made to repay in 12 months instalments.
- 13.04 **Staff Education Advance**
An employee who propose to write a recognized examination on application and subject to the availability of funds, shall be given staff Education Advance as stated in the appendix.

ARTICLE 14 – ALLOWANCES

14.01 Regulations regarding the payment of allowances shall be made by the University. Such regulations and the rates of allowances shall be published by the University from time to time.

14.02 TRAVELLING AND TRANSPORT/REMOVAL ALLOWANCE

When an employee travels within Ghana by road or by rail;

- a) On assumption of duty on first appointment, or on transfer or on resignation or on retirement, an employee shall be provided with transport at rates to be determined by the University from time to time.
- b) An employee travelling at duty shall be paid transport allowance at rates laid down by the University from time to time.
- c) On resignation, an employee with less than 5 years continuous service shall not be entitled to Removal Allowance.
- d) An employee whose appointment has been terminated on grounds ill-health shall be paid transport allowance as if on retirement.

14.03 Risk Allowance

Risk allowance of 30% of basic salary shall be paid to designated employees in accordance with Government policy.

14.04 Special Cashier's Allowance

Properly designated Cashiers shall be paid special allowance as in the appendix.

14.05 Other Allowance

Rates of other allowances are shown in the Appendix.

ARTICLE 15 – GRANTS

15.01 Transfer Grant

Five (5) month's basic salary shall be paid to staff on transfer to a new place.

15.02 Study Leave Book Grant

A lump sum in Ghana cedis is to be paid annually by the university as show in the Appendix.

ARTICLE 16-AWARDS

16.01 Ex-Gratia Awards on Death

On the death of an employee, nine (9) month's salary shall be paid to his/her spouse and/or children.

ARTICLE 17 – LOANS

17.01 Vehicle Loan

Government rate as stated in the Appendix

17.02 Furniture Loan

Subject to the availability of funds, the University may grant a furniture loan under conditions in the appendix.

17.03 Working Tools Loan

Artisans/Tradesmen on application shall be granted a loan as in the appendix.

ARTICLE 18 – GENERAL PROVISIONS

18.01 The holder of any office may be required to discharge duties required of him/her by the Vice Chancellor. He/she may be stationed wherever (in Ghana or abroad) his/her services may be required.

18.02 However, no employee who is a union official (i.e. Chairman, Vice Chairman, Secretary, Assistant Secretary and Trustee of the Local Branch of TEWU shall be transferred outside the main University campus without consultation with the Union. Nonetheless, the final decision on transfer shall lie with the Vice Chancellor.

ARTICLE 19 - ACCIDENT FREE INCENTIVE

19.01 Motor Driver or Driver Mechanic on permanent establishment shall be paid Accident-Free incentive of 3-months' basic salary after satisfying the following conditions:

- a) He/she has done three (3) years accident free driving in the employment of the University.
- b) He/she has not been cautioned, charged or reprimanded by the University authorities or law enforcement agencies for any traffic offence.
- c) His/her conduct has not cause any damage to a University vehicle
- d) He/she has not mis-conducted himself in the performance of his/her duties as a driver.

19.2 Payment of the incentive shall be made after every three years.

- 19.03 The term “accidents” in this context means any occurrence where the Driver is at fault which leads to the non-claim insurance being lost to the University or any damage to the vehicle or to some other property for which the University is required to incur any expenditure whatsoever.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Annual Leave

- a) The leave year shall be the same as the financial year. Leave for one year may not be carried forward to the next unless in exceptional circumstances and with the written approval of the Registrar on the recommendations of the Head of Department. Vacation leave shall be at rates determined from time to time by the University.
- b) On the recommendations of the Head of Department, the Registrar may require an employee to interrupt his/her leave to discharge any duty or to undertake any course of instruction. The remaining portion of his/her leave shall be taken at a later date convenient to the Department in which case the staff concerned will be paid his cost of transport in and out.
- c) An employee who is recalled indefinitely with prior approval of the Vice Chancellor, from annual leave resulting in indefinite deferment of leave already approved, shall be paid 15% of annual basic salary as allowance in addition to transport cost. He shall be credited with the remaining leave days.
- d) Subject to modalities laid down by the employee, any sick leave granted by a registered medical practitioner to an employee while on annual leave shall not be computed as part of the annual leave.
- e) An employee while proceeding on annual leave may, on application, be granted Leave Travel Advance in lieu of salary advance subject to availability of funds.

20.2 Casual Leave

- a) An employee may apply in writing, for casual leave to enable him/her to attend to his/her urgent personal affairs. Casual leave will not count against annual leave.
- b) A Head of Department may, at his/her discretion, grant him/her up to 10 (ten) working days casual leave in a year and notify the Registrar accordingly.
- c) Casual leave may be granted within the maximum permitted, in one or more spells.

- d) In exceptional circumstances, casual leave may be extended beyond the maximum entitlement in which case any additional days so granted shall count against his/her current or future annual leave.

20.03 **Examination Leave**

An employee who is an examination candidate may, on application to the Registrar through his/her Head of Department, be granted leave of absence to sit for an examination. The candidate may be granted up to four (4) working days leave in addition to the number of days required by the examination time table. The extra days granted shall not be deducted from annual leave.

20.04 **Special Leave**

- a) In special circumstances, e.g cases of tragedy involving an employee, a Head of Department may, on application grant the employee special leave. Such leave shall not exceed five (5) days in a leave year and shall not be deducted from earned leave and shall be notified to the Registrar.
- b) An employee who has served for a minimum of five (5) years may on application through his/her Head of Department be granted leave of absence without pay for a period of up to six (6) months. This leave may be extended in exceptional cases for a period of up to 12 months beyond which the employee must resigned his/her appointment.
- c) An employee who has served for more than one, but less than five years may on application through his/her Head of Department be granted leave of absence without pay for a period of up to three months. This leave may be extended in exceptional cases for up to six months, beyond which the employee must resign his/her appointment.
- d) An employee who is granted a year's leave of absence shall be required on his/her return to serve the University for one year, failing which he/she shall be asked to pay a case penalty of one-half the salary for the defaulting months.
- e) Failure to resume duty after the expiry of leave without pay shall be considered "vacation of post".

20.05 **Study Leave**

The University may sponsor deserving employees, having done a minimum of three (3) years' continuous service for external/internal training schemes in recognized institutions to help them acquire qualifications or experience relevant to their work.

Such sponsorship shall be in accordance with regulations determined from time to time by the University. Where the employee does not qualify for study leave with pay, she/he may apply for leave without pay.

20.06 Leave of Absence for Union Activities

- a) An employee selected as an officer of the Union or who is selected as a delegate or nominated as a candidate for any approved Union training course/activity necessitating leave of absence may be granted such leave with pay.
- b) The President/Chairman, Secretary, and Trustee of the local union for each University can attend meetings between Vice Chancellors Ghana (VCG) and the Union and may be provided free transport and abated per diem any time such meetings are convened.

20.07 Sick Leave

- a) It is the duty of Heads of Departments, and the University Medical Officer to ensure that no employee is retained on duty when his/her state of health renders it desirable for him/her to be granted sick leave or to receive medical care.
- b) An employee placed on sick list shall be regarded as absent on sick leave.
- c) The maximum period of sick leave which an employee may be granted on full salary and on half salary is shown in the Appendix to the Unified Conditions of Service. If by the expiry of the maximum period of sick leave, the employee is unable to resume work, he/she shall be boarded out on medical grounds.
- d) An employee who is incapacitated as a result of injury sustained in the course of his/her work shall be granted on the advice of the Director of Health Services, sick leave as shown in the Appendix. In addition, the employee shall be entitled to compensation in accordance with Section 7 of the Workman's Compensation Law 1987 (PNDCL 1987) or any subsequent amendment thereof. There may be a further review of up to six (6) months subject to the approval of the Vice Chancellor.
- e) In every case of absence from work on the grounds of illness, a certificate from a University Medical Officer or any other registered Medical Practitioner shall be furnished to the Registrar as soon as possible.
- f) During absence from duty on account of ill-health the salary of an employee shall be liable to deductions for his University residence (unless he/she and his/her family are absent from the residence, and the University

allocates the residence to another person) and for any sums due to the University.

20.08 Maternity Leave

- a) On becoming pregnant, a female employee may be granted the vacation leave already earned by her and in addition, three months maternity leave on full pay. At least six weeks of the maternity leave, if possible, are to be taken before confinement, on production of certificate signed by the University Medical Officer or a registered Medical Practitioner stating that her confinement may be expected to take place six weeks after the date of the certificate.
- b) If on the expiry of maternity leave a University Medical Officer or a registered Medical Practitioner certifies that the employee concerned is not fit to resume duty, she shall be granted an extension of the maternity leave up to three (3) months and this period shall be without pay.
- c) Maternity leave shall count towards a retiring award and for increment but will not earn vacation leave.
- d) Maternity leave shall be additional to annual leave entitlement or leave earned in the leave year.
- e) A female employee on returning to duty after maternity leave shall be given afternoons off for a continuous period of twelve (12) months from the date of birth to nurse her baby.

ARTICLE 21 – HEALTH AND SAFETY OF EMPLOYEES

The University shall take such measures as will ensure the good health and safety of its employees in accordance with the provisions of Factories, Officers and Shops Act, 1970 (Act 328) or any amendment thereof.

ARTICLE 22 – COMPENSATION FOR INJURY

Any employee who sustains any injury or suffers disability, illness or disease in the course of performance of his/her duties shall be entitled to compensation in accordance with the Workmen's Compensation Law 1987 (PNDCL 187) and any subsequent enactment.

ARTICLE 23 – MEDICAL CARE

- 23.01 An employee, his/her spouse and children including registered wards, while resident in Ghana, and provided the number of such children and registered wards does not exceed six (6), who are not older than twenty-six (26) years and are pursuing full time formal education, shall receive without charge:
- a) Medical, dental and optical care from the University's Medical Officer or a Medical Officer to whom an employee or a member of his/her family has been directed in advance by a University Medical Officer provided that the University shall not be responsible for subsistence costs in hospital.
 - b) An employee of the Universities, his/her spouse and children shall, on submission of genuine identity document, receive without charge, medical, dental and optical treatment at a hospital belonging to any of the Universities.
 - c) The University shall reimburse in cedis the total cost of prescribed medical appliances for employees only. For the time being, medical appliances shall be restricted to Spectacles, Hearing Aids, Artificial Limbs, and Dentures.
 - d) The cost of any travel in Ghana necessary in order to receive such care and to return to the University shall be borne by the University on the advice of the University Medical Officer.
 - e) The cost of drugs purchased by an employee on the prescription of a University Medical Officer shall be reimbursed by the University at Government controlled prices.
- 23.02 If a University Medical Board certifies the necessity for treatment outside Ghana, for an employee, spouse or child of an employee, the University shall grant such passages as may be recommended by the Board.
- 23.03 The University may authorize that an employee be reimbursed the costs of medical or dental care taken outside the scope of the conditions contained in this paragraph, if the University is satisfied that these costs ought properly to be met from its funds.
- 23.04 Employees whose duties expose them to health hazards shall be required to undergo without charge periodic medical examination as determined by the University Medical Officer.
- 23.05 **Medical Care for Pension/Retired Staff**
- Free medical treatment shall be given by University Hospital to employees who retire at the age of 55 and above and a spouse who at the time of retirement of

staff was registered with the University, and is still married to the staff. The facility excludes medical appliances.

ARTICLE 24 – UNIFORMS

- 24.01 All employees who are required to wear uniforms or any protective devices necessary for their proper protection while on duty shall be so provided with uniforms or the protective devices at the expense of the University.
- 24.02 Employees shall be responsible for the maintenance of the uniforms in good conditions.
- 24.03 An employee may be surcharged with the cost of replacement of any uniform or protective device in his/her charge which has become unserviceable through neglect, lack of care or willful damage on his/her part.

ARTICLE 25 – HOUSING

University Quarters, where available, may be allocated to employees whose duties require them to reside near their place of work. The rent for such quarters shall be determined by the University from time to time.

ARTICLE 26 – CATERING FACILITIES

Facilities for subsidized lunch (i.e Canteen) shall be provided for employees. In lieu of subsidized lunch, an appropriate allowance determined periodically by the University from time to time.

ARTICLE 27 – TRANSPORT

The University may provide transport to convey employees to and from their place of work at rates to be determined by the University from time to time.

In the absence of such transport allowance shall be paid at rates to be determined by the University from time to time in consultation with the Union.

These facilities shall be provided for employees who are required to do extra work on non working days. i.e Saturdays, Sundays and Public Holidays.

ARTICLE 28 – NUMBER OF RECOGNIZED CHILDREN/WARDS

The University shall recognize a maximum of six children/wards for purpose of free medical facilities and subsidized education in the Primary /JSS. For staff already in the system a maximum of eight (8) children/wards shall be recognized. In each case wards shall not be more than two.

**ARTICLE 29 – GHANA UNIVERSITIES SUPERANNUATION
SCHEME/SOCIAL SECURITY SCHEME**

- 29.01 The University shall allow all employees on established posts to participate in contributory Superannuation Scheme, subject to the operation of such schemes.
- 29.02 Eligibility to join a scheme shall be referred to in the letter of appointment of the employee concerned. Staff already on the Ghana Universities Superannuation Scheme shall continue to belong to it.
- 29.03 All other junior staff including temporary appointees below the age of 60 shall join the Social Security Scheme.

ARTICLE 30 – UNIVERSITIES OF GHANA PROVIDENT FUND SCHEME

The University shall allow every permanent member of staff who is not a member of the Ghana Universities Superannuation Scheme to join the Universities of Ghana Provident Fund Scheme subject to the rules governing its operations.

ARTICLE 31 – ADDITIONAL BENEFITS PROVIDED BY THE UNIVERSITIES

The University may, from time to time, allow employees to participate under certain conditions in other benefits that may be introduced.

ARTICLE 32 – DISTINGUISHED SERVICE

Distinguished and meritorious service is to be recognized by the University. The nature of gift award to be given to deserving shall be determined by the University.

ARTICLE 33 – MISCONDUCT

- 33.01 Any act of misconduct or negligence on the part of an employee is an offence which may render him/her liable to disciplinary action. In particular, the contraventions of or failure to observe staff regulations or other instructions without reasonable cause shall be regarded as an offence.
- 33.02 The influence of members of the University, members of the Committees of the University and of persons outside the University shall not be sought in matters connected with discipline or conditions of service or with a view to obtaining consideration for appointment, transfer or promotion.
- 33.03. No member of a staff shall have a personal interest in any business transaction with the University.

33.04 No employee shall receive gifts given with a view to influencing his/her official conduct or as a reward for official action.

33.05 No employer shall employ, for private purposes, the service of the University's employee at times during which the service of the latter are at the disposal of the University. Nor shall any employee make private use of materials stores, or apparatus which are the property of the University.

33.06 a) No employee shall, in his/her personal capacity receive any payment from University funds on behalf of, or as agent for any member of the public, except with the prior approval of the Vice Chancellor.

b) All University monies paid to an employee must either be due to him personally or paid to him in his official capacity, in which case they must be properly brought to account.

c) It shall be an offence for an employee to receive any money from the University to which he/she is not entitled.

33.07 **Employee and Private Business**

No employee shall at any time engage in private business during working hours.

33.08 **Absence without Permission**

a) No employee may have his/her place of work during normal working hours without permission.

b) Absence from duty without reasonable cause is an offence, and an employee may be dismissed or have his appointment terminated after due warning for habitually absenting himself/herself from work without permission.

c) An employee who absents himself/herself from duty on grounds of ill-health without being certified by the University Medical Officer, or by a registered Medical Practitioner, to be unfit for duty is liable to be regarded as absent without leave. A registered Medical Practitioner can recommend referral for local treatment where diagnosis of ailments cannot be made.

d) Where an employee is absent from duty without leave or reasonable cause for more than ten consecutive working days, he may be regarded as having vacated his/her post.

33.09

Loans and Debts

- a) No employee shall act as a money lender or as an intermediary between any employee and a money lender or take any part in collecting debts on behalf of a money lender.
- b) Pecuniary embarrassment from whatever cause which affects or is likely to affect the efficiency of an employee may result in disciplinary proceedings being taken against him/her.

33.10

Press and Broadcasts

- a) Disciplinary action shall be initiated through an appropriate committee of the University against any employee who is the author of any anonymous publication, in the form of letters, articles etc. or is party to any such publication, or who in any publication bearing his/her signature discusses any matter concerning the University in a matter calculated to undermine confidence in the University.
- b) No employee, unless specifically authorized, shall communicate either directly or indirectly to the Press, or to any unauthorized person any information gained in the course of his/her official duty.

ARTICLE 34 – PENALTIES

34.01

Degrees of Penalties

The following are the penalties that may be imposed in disciplinary proceedings in respect of misconduct or unsatisfactory service:

- a) Warning or reprimand
- b) Withholding of increment
- c) Suspension from duty without pay for a period not exceeding fourteen days.
- d) Reduction in rank or grade
- e) Interdiction
- f) Termination of appointment
- g) Dismissal without notice

A fine distinct from suspension without pay shall not be awarded as a punishment.

34.02

Warning and Reprimand

- a) A Head of Department shall query in writing, an employee whose work or conduct he/she has reason to be dissatisfied with. If the explanation is considered satisfactory, a decision shall be recorded in writing against him/her.

- b) If an employee is queried and a decision recorded against him/her in writing, a copy each of the query and written decision shall be forwarded to the Registrar.
- c) In some cases the faults may be of comparatively minor significance in themselves, nevertheless, when it is clear that the employee is not likely to respond to departmental correction and sufficient material is available to warrant disciplinary proceedings, action shall be taken against him/her.
- d) An employee should not be allowed to accumulate a record of warnings and censures for misconduct and faults before disciplinary action is taken against him.
- e) An employee who commits a minor offence may be queried and warned orally.

34.03

Withholding of Increment

- a) An employee's increment may be withheld on grounds of inefficiency or unsatisfactory service not amounting to misconduct or failure to pass an examination prescribed by a scheme of service as a pre-requisite for the grant of the increment.
- b) Where a Head of Department is satisfied that an employee has not earned his/her annual increment and that it should be withheld, he/she shall inform the Registrar with a full statement of reasons for recommending the withholding of the employee's increment. A copy of such a full statement of reasons shall be given to the employee concerned and he/she shall be given the opportunity to defend himself/herself.
- c) If it is proved that the employee had failed to fulfil the requirements for the granting of an increment, the Registrar shall so inform him/her that the increment has been withheld until such time as he/she shall earn its restoration by an improvement in the standard of his/her work or conduct or will pass the prescribed examination.

34.04

Restoration of Withheld Increment

When the Head of Department is satisfied that the employee's increment should be restored with effect from the due date, he/she shall advise the Registrar who in turn, shall inform the employee that his/her increment has been restored.

34.05

Stopped Increment

If the increment is not restored before 1st January it will be treated as stopped in which case the next increment shall not be awarded until it is earned. An employee whose increment is stopped loses the amount of increment which he/she would have drawn for the period which it was stopped.

34.06 **Suspension from Duty**

- a) Whenever in the opinion of the Head of Department, misconduct which is of such a nature as to warrant dismissal has been committed by an employee, the Head of Department concerned shall recommend to the Registrar that the employee should be suspended for not more than 14 days. The employee, if so suspended, shall be forbidden to carry out his/her duties or visit his/her place of work without the express permission of the Registrar.
- b) When an employee has been suspended, he/she shall be called upon to handover any Uniform, Accounts Books, and Records, and any property of the University in his/her charge to such other employees as the Head of Department shall order and he/she shall be deprived of his/her salary for that period.
- c) Notice of suspension shall be conveyed in writing to the employee concerned by the Registrar.

34.07 **Reduction in Rank or Grade**

An employee may be reduced in rank as a result of disciplinary proceedings. This means removal to a lower grade with an immediate reduction in salary.

34.08 **Interdiction**

- a) Where an employee has been charged with a criminal offence whether or not it is connected with the University, the Registrar shall interdict him/her from his/her duties forthwith.
- b) Where disciplinary proceedings which may result in an employee's dismissal are being taken or are about to be taken and the Registrar considers that the interest of the University requires that the employee

should cease forthwith to exercise the duties and functions of his/her office, he/she shall interdict him/her from the exercises of those duties and functions.

- c) Formal notice of interdiction shall be given to the employee concerned in writing. The notice shall state the date from which the interdiction takes effect and the reasons for such interdiction.
- d) An employee who is under interdiction shall be required to hand over any Uniform, Accounts Books and Records, and any other property of the University in his/her charge to any such person as the Head of Department shall order and he/she shall be forbidden to carry out his/her duties or visit his/her place of work except with the express permission of the Registrar.
- e) An employee who is interdicted shall receive two-thirds of his/her salary plus the sum of any deductions made from his/her salary on University account, but shall not be paid any of the approved allowances to which he/she would normally have been entitled.
- f) If disciplinary proceedings do not result in the employee's dismissal the whole of the salary and appropriate allowances withheld from him/her shall be restored to him when the final decision is taken.
- g) An employee under interdiction who is found guilty of any of the charges preferred against him/her may be dismissed, in which case, he/she shall not subsequently receive any part of any short payment of his/her salary, notwithstanding that he/she may have been found not guilty of some of the charges.

34.09

Termination of Appointment

- a) **All Staff (other than Monthly-rated Employees)**
 - i) An employer who is confirmed in his/her appointment may have his/her appointment terminated by the University on grounds of misconduct or general inefficiency provided that he/she had previously been warned in writing by his/her Head of Department that his/her work or conduct had been unsatisfactory and a copy of such warnings had been forwarded to the Registrar on each occasion.

- ii) The appointment of a confirmed employee shall not be terminated until he/she has been given an opportunity of submitting representations through his/her Head of Department to the Registrar for consideration.
- iii) A confirmed employee whose appointment is terminated for inefficiency or misconduct shall be given one calendar month's notice or one month's pay in lieu of notice at any time as well as any leave due to him/her. He/she shall be allowed to continue to stay in University premises for a period not exceeding one month and be paid the appropriate transport allowance to his/her home town provided he/she has served the University for a period of not less than five years.
- iv) The University may at any time and for any good reason terminate the appointment of an employee who is on probation. If the termination is not due to an employee's misconduct, he shall receive one calendar month's notice or one month's pay in lieu of notice. In addition, he/she shall be granted his/her earned leave, and be paid the appropriate transport allowance to his/her home town.
- v) An employee who terminates his/her appointment by resignation shall be required to give one month's notice or pay a month's salary in lieu of notice. He/she shall be required to vacate University premises immediately or at the expiry of his/her notice.

b) Monthly-rated Employees

- i) The employment of a monthly-rated employee with less than one year's service may be terminated on either side, giving one month's notice.
- ii) Where an employee has been in the continuous service of the University for a period of not less than one year, his/her employment may be terminated by one month's notice on either side.
- iii) In the case of a monthly-rated employee, summarily dismissed for disciplinary reasons, he/she shall not be entitled to notice or pay in lieu of notice and shall forfeit his/her paid leave entitlement or any proportion thereof.

Dismissal

- a) Failure to disclose any previous convictions for a criminal offence shall lead to summary dismissal. An employee who has falsified or who falsifies testimonials or personal records shall also be summarily dismissed.
- b) An employee of the University shall be summarily dismissed if he/she corruptly accepts or obtains, or causes any person to accept, or attempts to obtain, from any persons, for himself/herself or for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do any act in relation to the University's affairs or business or for showing or forbearing to show favour or disfavor in relation to the University's affairs or business.
- c) An employee of the University shall be summarily dismissed if he/she, while employed in a full-time or part-time capacity, acts as an agent against the University in any matter.
- d) An employee who is confirmed in his/her appointment may be dismissed by the University for misconduct but not such employee shall be so dismissed, until he/she has been given the opportunity of submitting representation through his/her Head of Department to the Registrar for consideration.
- e) An employee convicted for a criminal charge shall not receive any emoluments for the period following the date of his/her conviction. In the event of an acquittal on appeal, all emoluments withheld shall be restored to the employee concerned.
- f) Upon conviction of a criminal charge, an employee shall be dismissed or have his appointment terminated with effect from the date on which he/she was interdicted or convicted.
- g) No notice or salary in lieu of notice shall be given to any employee dismissed for misconduct but dismissal shall take effect from the date on which the employee is officially notified that he/she has been dismissed.
- h) An employee dismissed for misconduct shall vacate University premises immediately his/her entitlement is paid. He/she will not be entitled to any transport allowance; he/she may, however, be advanced transportation expenses against his/her assets, if any.

ARTICLE 35 – APPEALS

An employee who is aggrieved by a penalty imposed on him/her or by a decision relating to his/her appointment or promotion may submit a written petition. A petition shall lie to the Registrar through his/her Head of Department in the first instance and then to the Vice Chancellor.

ARTICLE 36 – grievance procedure

- 36.01 In the event of any grievance, the employee shall, as a first step take up the matter with his/her Sectional Head.
- 36.02 If the employee is dissatisfied with the Sectional Head's decision, he/she shall appeal to the Head of Department.
- 36.03 If the grievance remains unresolved, the aggrieved employee shall have the right to appeal to the Registrar.
- 36.04 After step '36.03', if the grievance still remains unresolved, the employee shall have the right to appeal to the Vice Chancellor.
- 36.05 If no satisfactory redress is achieved, the Local Union may take up the matter with the Regional Industrial Relations Officer or the National Secretariat, as appropriate, who shall deal with the matter under the provisions of the Labour Act 2003 or any amendment thereof.

ARTICLE 37 – LEAVING THE SERVICE OF THE UNIVERSITY

37.01 Resignation

- a) An employee who terminates his/her appointment by resignation shall be required to give a month's notice or pay a month's salary in lieu of notice. Such notice which shall normally not include earned leave shall be addressed to the Registrar through the Head of Department. The employee shall also be required to vacate premises immediately or at the expiry of his/her notice.
- b) The Registrar shall then formally write to the employee accepting his/her resignation or otherwise. If the resignation is accepted, the Registrar shall inform the Finance Officer of the effective date of the resignation.
- c) Acceptance of resignation may be withheld where criminal or disciplinary proceedings have been or about to be instituted against an employee.
- d) An employee who ceases to attend duty before his/her resignation is accepted or fails to give the required notice shall be regarded as having severed his/her connection with the University on the date on which

he/she ceases to attend duty and will not be granted leave or any other allowances.

37.02 **Retirement of Staff**

An employee of the University shall be required to retire from the service of the University at the end of the academic year in which he attains the prescribed retiring age. Any extension of service beyond this age shall be subject to medical fitness in which case the appointment shall be on a year to year basis.

The following rules shall apply:

- a) All members of staff on the Ghana Universities Superannuation and Social Security Schemes shall retire at the age of 60; they shall be notified in advance of the impending retirement.
- b) Members of staff may retire voluntarily from the age of 45 with appropriate retiring benefits.
- c) A retired employee shall be allowed to stay in University accommodation for a period not exceeding three (3) months in which case he/she will pay the normal rent.
- d) Where it is the interest of the University for an Officer to continue to serve after training the retiring age of 60, the University Council may consider the additional period for which such person should serve. This period shall normally be for a term not exceeding two academic years. In exceptional circumstances, however, a further extension by two academic years may be considered

37.03 **Retrenchment – Severance Pay**

Severance pay shall be regulated by existing enactments or any amendments thereof.

ARTICLE 38 – DEATH OF SPOUSE/CHILD

In event of the death of a spouse or child of a serving officer, the University shall donate an amount of money as in the appendix, to the bereaved officer. The facility should be restricted to the condition applicable to medical care for children. A child should be 21 years old or below, except when he/she is in school; in that case the age can be above 21.

ARTICLE 39 – DEATH OF AN EMPLOYEE

39.01 Provision of Coffin/Shroud/Mortuary/Ambulance Fee

On the death of an employee, the University shall provide a coffin or shroud or cash equivalent and transport to convey the dead body, spouse and children, if any, to the place of burial. The spouse and children, if any, shall be provided with appropriate transport to convey them to their hometown in Ghana and be paid an appropriate transport allowance in lieu.

39.02 Housing for Deceased Employee's Dependants

In the event of death, the spouse and/or dependants of a deceased member of staff shall be allowed to live in the house or other living accommodation provided by the University which the deceased was occupying at the time of death for up to a period of six months and the normal rent due for the occupation of the house/living accommodation by the spouse and/or dependants shall be recovered from any benefits due to the deceased.

39.03 Payment of Final Salary in the Event of Death

The salary payment due to a member of staff shall cease at the end of the month in which the employee dies; such payment and other benefits which have accrued to the deceased employee shall be made to the spouse.

ARTICLE 40 – DEBTS TO THE UNIVERSITY

When an employee is informed of the date on which he/she is to leave the service of the University, or when his/her resignation is accepted, or when an employee dies, the Finance Officer shall at the same time ascertain the total sum owed by the employee to the University. This shall be deducted in full from any retiring award for which he/she is eligible before any balance is paid to him/her or to his/her legal representative.

ARTICLE 41 – CERTIFICATE OF SERVICE

An employee who has left or is about to leave the service of the University may ask for and be given a Certificate of Service.

ARTICLE 42 – RESPONSIBILITIES OF PARTIES TO THE AGREEMENT

Both parties recognize that this Agreement imposes serious duties and responsibilities on the Union as well as the Employer.

Dated atthis.....day of.....2008

**For and on behalf of
Management of the**

.....

.....
(University)

.....
VICE CHANCELLOR

.....
REGISTRAR

.....
**CHAIRMAN, STANDING
NEGOTIATING COMMITTEE**

.....
**SECRETARY, STANDING
NEGOTIATING COMMITTEE**

For and on behalf of

University of.....

.....
**Local of the Teachers and Educational
Workers Union of Ghana (TUC**

.....
GENERAL SECRETARY

.....
NATIONAL CHAIRMAN

.....
LOCAL CHAIRMAN

.....
LOCAL SECRETARY

APPENDIX TO THE CONDITIONS UNIVERSITIES CONDITIONS OF SERVICE FOR UNIONIZED STAFF OF THE PUBLIC UNIVERSITIES IN GHANA

1. Annual Leave

For the purpose of leave calculations, Saturdays, Sundays and Public Holidays shall be regarded by the University as non-working days.

- i) Monthly rated employees, technical Apprentices and equivalent - 25 working days
- ii) Staff of status of Senior Typist, Typist Grades II & I, Clerk Grade II & III and analogous Grades - 32 working days
- iii) Staff of status of Senior Clerk, Clerk Grade I and analogous Grades - 34 working days

2. VEHICLE MAINTENANCE ALLOWANCE

- a) Bicycle - GH¢10.00 per month
- b) Motor cycle - GH ¢20.00 “ “
- c) Car - GH¢65.00 “ “

3. MILEAGE/KILOMETRIC ALLOWANCE

- a) Bicycle - 18GHp per/km
- b) Motor cycle - 36GHp per/km
- c) Car - 225GHp per/km

4. NIGHT SUBSISTENCE ALLOWANCE

- Junior Staff - GH¢30.00 night] Not Exceeding
- Senior Staff - GHc40.00] 12 days in a quarter

NOTE:

Prior approval should be sought from the Vice Chancellor if the 12 days are to be exceeded.

5. RISK ALLOWANCE

30% of basic salary

6. TOOLS ALLOWANCE

75GHp per duty day

7. ACTING/RESPONSIBILITY ALLOWANCE

Acting appointment should be formalized by the Vice Chancellor and for a minimum of three (3) continuous months.

| | | | |
|------|--|---|----------------|
| i) | Clerk Grade I/analogous grades Acting in the capacity of administrative Assistant/Junior Cashier | - | GH¢11.25/month |
| ii) | Senior Clerk acting as Administrative Assistant. | - | GH¢18.75/month |
| iii) | Administrative Assistant acting As Senior Administrative Assistant | - | GH¢22.5/month |
| iv) | Senior Administrative Assistant. Acting as Principal Administrative Assistant | - | GH¢28.1/month |
| v) | Principal Administrative Assistant Acting as Chief Administrative Assistant | - | GH¢37.5/month |

8. REMOVAL ALLOWANCE

| | | | |
|------|---|---|---|
| i) | On first appointment | - | Up to 15 cubic feet tons luggage |
| ii) | On proper completion of service | - | Up to 30 cubic feet tons luggage |
| iii) | One retrenchment | - | Up to 20 cubic feet tons luggage (STC rates to be applied) |
| iv) | Termination of appointments on medical grounds | | |
| v) | On resignation with less than five (5) years service | - | Removal expenses to be borne by employee. |

9. OVERTIME

| | | |
|--|---|---|
| All grades of staff who are requested By their Heads of Departments to work More than one hour a day beyond the Prescribed minimum working hours Shall be entitled to overtime | - | Overtime payments in any one month shall not exceed 75% of an employee's salary |
|--|---|---|

10. HEIGHT ALLOWANCE

- | | | |
|-------------------------------|---|------------------------|
| a) 30 – 45 meters | - | 30GHp/day of climbing |
| b) 46 – 60 meters | - | 45 GHp/day of climbing |
| c) 61 – 75 meters | - | 60GHp/day of climbing |
| d) Every additional 15 Meters | - | 60GHp/day of climbing |

11. PRESCRIBED MEDICAL APPLIANCES FOR EMPLOYEES

- | | | |
|---|---|--|
| For the time being medical Appliances shall refer to Spectacles, hearing aids Artificial limbs and dentures | - | Total cost of prescribed appliances to be paid to employees only in cedis in every two years |
|---|---|--|

12. TRANSFER GRANT

- | | | |
|---|---|-------------------------------|
| Payable to staff on transfer to a new place | - | Five (5) month's basic salary |
|---|---|-------------------------------|

13. TEMPORARY TRANSFER ALLOWANCE

- | | | |
|--|---|---|
| Payable to staff on temporary Transfer of up to 3 months | - | One (1) month basic salary plus subsistence allowance at full rate for up to three (3) months |
|--|---|---|

14. WARM CLOTHING ALLOWANCE

Cedi equivalent of \$500 or applicable Government rate

15. DAY TRIP ALLOWANCE

- | | | |
|---|---|--|
| Payable to employees on excursion Fieldtrips and other town trips who 300km, return to base | - | ½ of night allowance to apply to a round trip journey over the same day. |
|---|---|--|

16. LOCAL STUDY LEAVE

All institutional expenses to be borne by the University. Employee to draw his/her full salary.

17. STUDY LEAVE BOOK GRANT

The following rates in cedis will apply annually:

18. SPECIAL CASHIER ALLOWANCE

- | | | |
|---------------------|---|--------------------------------|
| Cashier | - | GH¢39 per month (Junior Staff) |
| Supervising Cashier | - | GH¢52 per month (Senior Staff) |
| Supervising Cashier | - | GH¢65 per month |

- | | | |
|--------|---|--|
| Duties | - | Receiving and acknowledging receipt of Revenue/goods |
| | - | Paying out cash or issuing goods to the public |
| | - | Keeping Cash Book |

A cashier so designed performing above duties or part thereof, should handle transactions of not less than Twelve Ghana cedis (GH¢1,200) every month.

19. VEHICLE LOAN (SUBJECT TO AVAILABILITY OF FUNDS)

- | | | |
|----------------|---|---|
| a. Car | - | up to 3x annual salary |
| b. Motor cycle | - | Up to 2x annual salary in line with governments Policy, subject to availability of funds. Where exigencies of work demand a motor-cycle, the loan should cover the actual cost. |
| c. Bicycle | - | Up to 2x annual salary in line with government policy subject to availability of funds. |

20. FURNITURE LOAN ALTERNATING WITH FRIDGE LOAN

The University may grant a furniture loan or fridge loan of four hundred Ghana cedis (GH¢400) to staff on application subject to availability of funds and shall be repayable within a period of four (4) years.

21. FRIDGE LOAN TO ALTERNATIVE WITH FURNITURE LOAN

- | | | |
|--------------|---|---|
| Junior Staff | - | GH¢500 after 5 years service subject to availability of funds and shall be repayable within a period of four (4) years. |
| Senior Staff | - | GH¢800 after five years' service subject to availability of funds. |

22. HOUSING – RENT ADVANCE

- | | |
|---|---|
| - | GH¢ 400 subject to availability of funds and upon recommendation of Estate Office. Period of recovery shall be three (3) years. |
|---|---|

23. WORKING TOOLS LOAN

- The University may, subject to availability of funds, grant working tools loan up to a sum of four million cedis (GH¢400) to staff on application supported with necessary pro-forma invoices and certified by Head of Department and shall be repayable within two (2) years.

24. STAFF EDUCATION ADVANCE

- Up to GH¢100 every two years

25. EX-GRATIA AWARD

- On the death of Staff** - Nine (9) month's salary to be paid to spouse and/or children o the death of an employee
- On Retirement** (Ref. Act 16.2) -
 - i) employee qualifies only after minimum service of ten (10) year and
 - ii) on attaining voluntary/compulsory retiring age or,
 - iii) dying in service

- 26. **FUNERAL GRANT** - GH¢300 to be paid to staff of the Universities for loss of spouse/child

27. SICK LEAVE

| Grade of staff | Maximum period on full salary | Maximum period on half salary |
|--|-------------------------------|--|
| Employee with more than one (1) year's continuous service | 6 months | 6 months. There may be a further review up to six (6) months on half salary by Vice Chancellor |
| Employees with less than one (1) year's continuous service | 2 months | 2 months |

28. SICK LEAVE AS A RESULT OF ACCIDENT ON THE JOB

| Grade of staff | Maximum period on full salary | Maximum period on half salary |
|---|-------------------------------|-------------------------------|
| Employee with more than one (1) year's continuous service | 6 months | 6 months. |

- 29. An upward salary adjustment of 15% across board shall be paid to Junior and Senior Staff of the Public Universities with effect from January 1, 2008.

CONDITIONS OF SERVICE

OF SENIOR MEMBERS (SM)

OF THE

PUBLIC UNIVERSITIES OF GHANA

Note: These conditions are subject to the Statutes of the various Universities

1. APPOINTMENT AND JOB SPECIFICATION

- 1.1 The criteria for appointment of Senior Members (SM) and the procedure relating to such appointments have been provided in the Document entitled “Statute on the Appointment and Promotion of Senior Members” – which forms part of the conditions of service of Senior Members.
- 1.2 The appointment of a Senior Member takes effect from the date she/he assumes duty. On assumption of duty, the Senior Member shall enter his/her name in the Registrar of New Appointments kept by the Registrar.
- 1.3 A Senior Member’s appointment is full-time; any additional occupation or employment outside the scope of the appointment can be accepted only with the prior permission of the Vice Chancellor on behalf of the University Council.
- 1.4 On first appointment, a Senior Member will be issued with an appointment package which should include the following:
 - Appointment letter
 - Conditions of Service Manual
 - Regulations & Statutes of the University
 - Act, Law or legal instrument setting up the University
 - Ghana Universities Staff Superannuation Scheme (GUSS) Handbook
 - Research Handbook
 - Handbook on Appointment & Promotion
 - Bachelors & Graduate Degree Handbook
 - Administrative Manual
 - Financial Regulations
 - Code of Conduct

The University may add to, but not remove from or reduce, this list based on changing circumstances.

- 1.5 The job of the Senior Member is generally composed of :
 - Teaching
 - Development and Administration of Courses
 - Examinations
 - Student Advisory
 - Research & Creative Work
 - Publication
 - Administration and Governance
 - Consulting and Extension Service

The job of the non-academic Senior Member is generally composed of:

- Administration
- Management of Functional Areas

1.6 The Senior member is expected to advance knowledge in his/her field and contribute to debate in the country in his/her sphere of expertise through practice and extension services and refrain from speaking or commenting on a subject outside his/her field of knowledge, expertise or experience.

2. SALARY & COMPENSATION

2.1 THE University reserves the right to locate a newly appointed Senior Member on an appropriate point of the salary scale taking into consideration additional qualification over the minimum, as well as years of relevant experience. Applicants with the minimum qualification who are approved for appointment in the Senior Member category will be placed at the initial point of the salary scale. However, each additional year of relevant experience will, from the date of appointment, attract increment based on performance.

2.2 The University recognizes that the salary scales guide monetary progression within the time of one's career in the University. It is important to note, however, that commitment, performance, professionalism, range of responsibilities, and so on, facilitate a more rapid progression through the scales for a deserving Senior Member.

2.3 The Universities, through the various Colleges, Faculties, Schools, Institutes, Departments and Centres may find innovative ways of enhancing Senior Member compensation through bonuses and other schemes.

3. CONTRACT DURATION AND PROBATION

3.1 The position of Assistant Lecturer (where it exists) and equivalent grades may be held for up to two years only, and exceptionally for a third year.

3.2 Appointments from Lecturer/Research Fellow up to Senior Lecture or equivalent grade are normally for an initial contract period of 6 years in the first instance, subject to renewal.

3.3 Appointments at Professorial levels are normally up to retiring age.

3.4 A Senior Member who is appointed without any previous University or other relevant experiences shall be required to serve two years' probation from date of appointment. The probation period is to afford the appointing University and the relevant Department the opportunity to observe the Senior Member's performance and general suitability for work in the academic setting.

- 3.5 The Head of Department shall at the end of the first year of probation give the Senior Member a progress report indicating his strengths and weaknesses. At the end of the probation period, the Senior Member shall be assessed by the Head of Department and an assessment report submitted to the Vice Chancellor through the Provost, Dean or Registrar as appropriate. This report should be supported by any necessary evidence such as course evaluation, evidence of involvement in the life of the University, etc.

Based on the report, the Senior Member will be issued a letter confirming his/her appointment as well as indication of new location on the salary scale. Such relation should in principle reflect at least two (2) incremental jumps up the scale. Should the report be unsatisfactory, the University reserves the right to terminate the appointment or extend the period of probation. These activities should in principle take place within two (2) months of the end of the probation period and any decisions taken communicated to the Senior Member within this period.

- 3.6 Pursuant to 3.1 above, a member of staff whose contract is coming to an end shall be notified in writing by the Registrar Head OF Human Resource through the Head of Department a year in advance to provide an updated curriculum vitae to his/her Dean through the Head of Department.
- 3.7 Information from the member of staff obtained pursuant to 3, 4 and comments by the Head of Department shall be reviewed by the Faculty/Registry Appointments Review Committee which may recommend renewal, indicating duration.
- 3.8 After the initial six years of appointment, renewal may normally be for no longer than three more years. At the end of the ninth year, the appointment shall normally terminate unless the person can be promoted to the next grade or its equivalent. In exceptional circumstances, the Appointments Board MAY, ON THE recommendation of the Faculty Appointments Reviewed Committee, extend the appointment for a further period not exceeding three more years, at the end of which the appointment shall normally terminate unless the person can be promoted to a grade above that of lecturer.
- 3.9 In the case of the Senior Member who is at the end of a contract period clauses 3,4 and 3.6 shall apply.

4. PERFORMANCE ASSESSMENT

- 4.1 It is mandatory that Heads of Departments, Deans and Provosts assess the members of their Department/Faculty, at least once a year on their performance. The assessment shall provide the basis for promotions, salary increment and other benefits. Without prejudice to the University's right to set out additional criteria, the assessment and review will cover the areas set out in 1.5 above.
- 4.2 The assessment procedure will generally be as follows:
- Before the end of the first Semester/Trimester, the Head of Department shall assemble all relevant information on each Senior Member in the Department such as updated C.V, and performance appraisal with respect to clause 1.5.

- The Head shall review the collated information as well as use the standardized performance appraisal form issued by the University's Human Resource Directorate to assess the Senior Member
 - The Head shall submit a written assessment report as well as all other information, including the performance appraisal form, to the Dean who shall then present it at the Faculty Appointments Review Committee. In the case of non-academic Senior Member, the report shall be submitted to the Registrar or Head of Human Resources who shall table it at the relevant Review Committee.
 - The committee shall review and make its recommendations. The Senior Member concerned shall be notified in writing by the Dean, of the views of the Committee concerning his/her performance.
- 4.3 The performance assessment should capture as much information as necessary to provided basis on which the Appointments Boards (at both the Faculty and University level) can deliberate on a Senior Member's standing/application for promotion.

5. PROMOTION

- 5.1 Individuals on their own initiative or at the invitation of the Dean of the Faculty/School, Head of Department, Director of the Institute/School/Registrar may apply for promotion at any time after confirmation of appointment.
- 5.2 Promotion shall normally proceed from one rank to the immediate next rank – i.e from Lecturer to Senior Lecturer to Associate Professor to Professor, for the non-academic Senior Member, from Junior Assistant Registrar to Assistant Registrar to Senior Assistant Registrar. Promotions to Deputy Registrar and equivalent grades and above are filled by appointment.
- 5.3 Notwithstanding the normal progression as stated in 4.2 any Senior Member of the University may apply at any time to be promoted or appointed to any rank for which he/she considers himself/herself qualified.
- 5.4 In the specific case of Senior Members in the administration/professional grades, promotion to the position of Senior Assistant Registrar or equivalent position would not normally be made within the initial contract period of six years.
- 5.5 An application accompanied by curriculum vitae, indicating the position sought and the area of discipline concerned shall be submitted to the Dean/Director through the Head of Department with a covering letter copies to the Registrar.
- 5.6 Applications for promotion supported by materials for assessment may not⁵ be processed unless they were received at least six months to retirement.

- 5.7 The Dean/Director shall refer each application supported by materials for assessment to the Faculty Appointments Review Committee for its comments and recommendations within one month of receipt of the documents.
- 5.8 Each application is then submitted for evaluation by two external assessors who shall be persons of standing in the applicant's field, normally of the status of Professor or equivalent but not employed by or in any way connected with the University.
- 5.9 Promotion to the grade of Senior Lecturer shall be considered on the basis of good performance in the following:
- Scholarship
 - Research contribution to knowledge
 - Teaching
 - Academic leadership
 - Inventiveness
 - Extension work/service
 - Creative and artistic productions/works
- 5.10 Application for promotion based solely on teaching and extension work/service or other contributions that do not normally result in publications shall not be considered during the first six-year contract.
- 5.11 Promotion to the grade of Associate Professor shall be on the basis of 4.6 above as well as outstanding scholarship in the candidate's field of teaching and research and contribution to the intellectual life of the University and the country.
- 5.12 Promotion to the grade of Professor shall be on the basis of 4.11 above as well as internationally-acknowledge scholarship in the candidate's field of teaching and research and contribution to the intellectual life of the University and country.
- 5.13 Promotion to the administrative/professional grades shall be based on evidence of continuing performance in respect of the following:
- Grasp of administrative procedures/regulations and organizational ability;
 - Leadership
 - Initiative and reliability
 - Sense of responsibility and
 - Capacity, expertise and relevant education in one's chosen functional area.
- 5.14 Assessment of an application based on the criteria set in 4.13 above shall require a report by the application on his/her contribution to the work of the University or other institution, to which may be attached memoranda (other than confidential material) to be

reviewed as appropriate by Registrar, Dean, Director, Chairman of a University Board/Committee or other person in a supervisory administrative capacity.

- 5.15 In all cases, the effective date of promotion shall be the date on which an application was submitted provided that the material required for assessment would also have been received by the date. Any additional material submitted subsequently for assessment will affect the dating of the application.
- 5.16 Senior Members in the in the administrative class would, wherever possible, be expected to be broadly exposed to the University's administrative management and by the time they are fit for promotion to Senior Assistant Registrar to have specialized or chosen a functional area. At the present time, functional areas include but are not limited to the following:
- Health Services
 - Core Administration (e.g Faculty Officers and Executive Secretaries)
 - Human Resource Management
 - ICT
 - Finance, Procurement, Stores
 - Academic Affairs etc
 - Legal Services
 - Public Affairs
- 5.17 The University may develop a points or quantitative system to guide and assist academic Senior Members in determining their readiness for promotion. This quantitative system is not to supersede or set aside the normal process of external assessment of the applicant's dossier.

6. RESIGNATION/RETIREMENT/TERMINATION

- 6.1 A Senior Member may resign his/her appointment by giving the Vice Chancellor notice of his/her intention in writing, not later than the end of December to take effect at the end of the academic year. A Senior Member shall be liable to penalty equivalent to the salary for the period required for notice if he/she fails to give proper notice. The penalty shall apply whether the Senior Member is at post or on any kind of leave of absence.
- 6.2 A Senior Member shall retire from the service of the University at the end of the academic year in which she/he attains the compulsory retiring age, currently 60. The University shall give one year's notice of his pending compulsory retirement to the retiring Senior Member.
- 6.3 A Senior Member may retire voluntarily from the age of 55 with appropriate retiring benefits. A minimum of six (6) months' notice of intention to retire is required.

- 6.4 A retired Senior Member who is not on contract may be allowed to stay in University accommodation for a period not exceeding six months from the date of retirement, in which case she/he will pay the normal rent.
- 6.5 The appointment or post retirement contract engagement of a Senior Member may be terminated based on two (2) written notices of poor performance as determined by the Performance Appraisal Report following assessment by the Head of Department. The Senior Member would have signed the appraisal form as evidence of the appraisal having taken place. Should a Senior Member be unwilling to sign, the Head shall make an appropriate report of this unwillingness to endorse the appraisal form and submit same to the Dean or next superior authority. The Senior Member shall be notified of the termination of appointment or contract at least six months to the termination date.
- 6.6 The post retirement contract of a Senior Member shall not be renewed for another period if in the view of the Vice Chancellor and the Appointment's Board the health, age or other infirmities of the Senior Member might not make it possible for the Senior Member to efficiently and effectively carry out his/her duties.
- 6.7 The University reserves the right to terminate a Senior Member's appointment without notice, for poor performance, serious misconduct, criminal offences, including proven culpability in examination malpractice and other behaviour deemed unfit for a Senior Member and which either brings or has significant potential to bring the University into disrepute.
- 6.8 Pursuant to 5.5, and 5.7 above, the Disciplinary Procedure of the University shall apply.
- 6.9 Post retirement contracts are restricted to Senior members who retire compulsorily and whose departments can justify or make the case for their services.

7. HOUSING

- 7.1 The University may provide accommodation, for which a rental, to be determined from time to time, will be charged. The University shall pay housing allowance to the Senior Member after failing to secure housing. The housing allowance shall be 40% of monthly basic salary or the maximum operating rentals whichever is higher.
- 7.2 The allocation of University houses to entitled staff is governed by regulations approved by the Academic Board and administered by the Housing Committee.

OWNER OCCUPIER SCHEME

- 7.3 To encourage Senior Members to procure their own means of accommodation, the Universities may provide mortgaged loans for Senior Members or assist the Senior Member to secure such a facility.

- 7.4 In order to become attractive for Senior Members to own and live in their own houses the Universities will pay 40% of monthly basic salary as owner occupier allowance to any deserving Senior Member who secures and lives in their own home.

8. CHILDREN

- 8.1 In the conditions of service, "child" means a Senior Member's own issue, his adopted child, or his ward as defined by the University provided that such child is under 18 years of age or, being more than 18 but not over 21 years of age, is receiving full-time education.
- 8.2 For a child to be recognized as a Senior Member's ward, the Senior Member must have applied to, and received approval from the Registrar. There must be evidence that the Senior Member has direct and complete responsibility for the child's maintenance and upkeep, and that being of school-going age, the child is in full-time education or vocational education. Such a child must have stayed with the Senior Member continuously for at least six months prior to the submission of an application for wardship. Approval, if given, will normally take effect six months from the date of application.
- 8.3 The number of recognized children and wards of Senior Members shall be five (5)

9. ALLOWANCES

Various allowances are determined by the University Council from time to time.

9.1 Duty Post Allowance

These allowances relate to the duties and functions performed by various Senior Members.

- 9.2 **Acting Allowances** – A Senior Member who acts in a higher position for at least three (3) months shall be paid allowance attached to the higher position.

For the avoidance of doubt, where a Senior Member acts in any position for a three (3) months, where under these rules he/she would not otherwise have been entitled to the allowances attaching to the position, he/she shall be paid the appropriate honorarium.

- 9.3 **Responsibility Allowance** – Payable to designated officials as provided in their contract of appointment or in recognition of responsibilities additional to their normal scope of work.

- 9.4 **Entertainment Allowance** – Payable to designated officials for the purpose of providing entertainment on behalf of the University. This allowance shall be accountable.

- 9.5 **Transfer Grant** – Payable to an employee who has been transferred from one duty station in Ghana to a new one to enable him settle in his new environment. The rates shall be five (5) months basic salary.

9.6 **Extra Teaching Load Allowance** – Means teaching above the normal load. For the avoidance of doubt, the normal load is 12 hours per week of semester/trimester. The Senior Member is to apply through the Head of Department for the payment of such allowances at the end of each semester.

Extra Marking Allowance – Means marking above the normal load. For the avoidance of doubt, the normal load is 140 cumulative scripts. The Senior Member is to apply through the Head of Department for the payment of such allowances at the end of each semester.

9.7 **Invigilation Allowance** – Payable to Senior Members who invigilate during University examinations. The existing variations of office holders will be determined from time to time.

9.8 **Departmental Duty Allowance** – Payable to academic Senior Members for such departmental activities as academic advising or examination duties.

9.9 **Professional Allowance & Allowance in lieu of Professional Practice** – Payable to Senior Members who are Accountants, Medical/Veterinary Officers and others approved by Council. This would be 25% of basic monthly salary.

9.10 **Sitting Allowance** – Payable to a Senior Member who attends University meetings which is outside his/her assigned schedule. Appropriate sitting allowances shall determined by the University from time to time.

9.11 **Per Diem Allowances** – A range of allowances payable to Senior Members as reimbursable and out-of-pocket payment to cover work away from one's normal workstation.

9.12 **Risk Allowance** – Payable to a Senior member who engages in duties such as laboratory sciences, geologists, medics on dangerous diseases, etc. The rate would be 25% of the basic monthly allowance.

9.13 **Book and Research Allowance-** Payable to Academic Senior Members at rates negotiated from time to time.

9.14 **Overtime** – Payable to Senior Members who apply to a round trip covering over 300km the same day at 75% of the Per Diem Allowance.

10. Miscellaneous allowances

10.1 **Warm Clothing Allowance** – A Senior Member travelling to a temperate country on University business would be entitled to warm clothing allowance at a rate to be determined by the University from time to time. This allowance is to be paid only once in every 5 years – frequency of travel notwithstanding.

- 10.2 **Warm Clothing Allowance** – Payable to Senior Members who own cars and must be used in the performance of their duties. The vehicles must be registered in their names. In all cases, approval must be obtained from the Registrar. Payment of the allowance stops if the vehicle for which the allowance is paid ceases to be road worthy for over three months.
- 10.3 Off-campus allowance – Payable to Senior Members who do not live on campus at rates to be determined by the University from time to time.
- 10.4 Long Service Award – Payable to Senior Members who have served the University over periods such as 10, 20, 30, or 40 years. The schedule of such allowances shall be as follows:
- | | | |
|--------------------------|---|------------------------------|
| a) For 10 years' service | - | Certificate plus GHC2,000.00 |
| b) For 20 years' service | - | Certificate plus GHC4,000.00 |
| c) For 30 years' service | - | Certificate plus GHC6,000.00 |
| d) For 40 years' service | - | Certificate plus GHC8,000.00 |

11. BAGGAGE EXPENSES

- 11.1 A Senior Member who is granted a passage will be entitled to payment of freight for baggage at rates and in accordance with regulations determined from time to time. Baggage shall not be taken to include motor vehicles. The University does not accept responsibility for the cost of packing, carting and insurance of baggage.
- 11.2 A Senior Member provided with this facility by the University who does not serve a minimum period of two years following provision of the facility shall be required to refund the whole amount.

12. REMOVAL ALLOWANCE TERMINAL PASSAGE

- 12.1 On first appointment, a Senior Member recruited within Ghana will be provided with transport or be paid an appropriate allowance to convey his personal effects from his home town or place of residence to the University.
- 12.2 On proper completion of appointment, a Senior Member will be provided with transport or be paid on appropriate removal allowance to convey his personal effects to his permanent place of residence agreed upon by the University.

13. LOAN FACILITIES

Subject to the availability of funds, the University may grant a Senior Member, on application, any of the following loans at rates and under terms determined from time to time:

- Car loan
- Car rehabilitation loan
- Furniture loan
- Fridge loan

- Housing loan
- Salary Advance
- Rent Advance
- ICT Equipment

14. PASSAGE

14.1 Cost of Overseas Passage

Overseas passage granted to Senior Members will be tourist class by air or first class by sea, in accordance with rules laid down by the University from time to time. The University will also pay, on production of bills or receipts, and at rates determined from time to time, the cost of onward transportation by rail or road from the port of arrival of a Senior Member to his approved destination overseas from there to the port of departure for his return journey.

14.2 Overseas Passage on First Appointment

On first appointment, a Senior Member will be provided with passage for the Senior Member, his/her spouse and children (up to a maximum of five (5) children).

14.3 Travel in Africa

Once every four years, a Senior Member may, on application to the Vice Chancellor, be paid a grant for travel in Africa. Such travel should normally take place during the Long Vacation and should be outside Ghana. The Senior Member should travel for a period of at least 14 days.

15. LEAVE

From time to time, the University grants leave of absence of various types to Senior Members who have become eligible for such leave. The general principles governing the leave include:

- a) The granting of study/sabbatical leave of any kind is subject to the staffing position and the programme of work of a department. Study/Sabbatical leave will not be granted merely because it is provided for in these Conditions of Service.
- b) A Senior Member who intends to take Study/Sabbatical leave should consult his/her Head of Department in the early stages of his/her plans (at least six months' notice should normally be given to the Head of Department) and thereafter submit an application to the Vice Chancellor through the Head of Department.
- c) Such an application should include a statement of what the applicant expects to do, how long he/she estimates that the proposed programme of work will take, the time he/she wants to take the leave and any other necessary information.
- d) The Head of Department will forward the application through the Dean of the Faculty with his/her detailed comments, to the Vice Chancellor.

- e) No study/sabbatical leave or leave of absence will normally be granted within two academic years of recruitment or of return from study/sabbatical leave.
- f) Where study leave of more than one year has been granted, the Senior Member concerned should send annual progress reports on his/her work to the Vice Chancellor through his/her Head of Department.
- g) Under normal circumstances, applications for extension of study leave will not be entertained.

16. TYPES OF LEAVE

16.1 Study Leave with Pay

This may be granted at the discretion of the Vice Chancellor and at the rate of 1 year's leave after 3 years' work. It is available to Ghanaians for periods of formal training normally up to three years, which may qualify them for higher degrees. For one year training study leave, the member concerned is required to return to the service of the University for at least two academic years and for two years training study leave, three years' service thereafter is required; a three year training study leave attracts five years' service immediately after the leave. Period of absence under such leave shall count under the superannuation scheme.

16.2 Part-Time Study Leave at the Universities of Ghana

A Masters' degree holder appointed Assistant Lecturer or Lecturer, who is pursuing a part-time programme leading to doctoral degree within his/her discipline, shall be granted study leave with pay. Since the programme would be on part-time basis, the applicant and his/her Head of Department would be required to ensure that his/her schedule of work is programmed to accommodate his/her study.

16.3 Application for extension of study leave

In making an application for extension of study leave, the Senior Member concerned should observe the following:

- At least three months notice should be given; and
- The application should state the work that has been carried out so far, as well as what remains to be completed and the time within which the remainder of the project is expected to be finished.

16.4 Sabbatical Leave

- a) One year Sabbatical leave with pay may be granted after six years' continuous service without study leave; grantees are required to return to the service of the University for at least two academic years immediately after such leave. The period of absence under such leave shall be taken into account in calculating benefits under the superannuation scheme.

- b) Two-year sabbatical leave with pay may be granted after ten years' continuous service without study leave; grantees are required to return to the service of the University for at least three academic years immediately after such leave. The period of absence under sabbatical leave shall be taken into account in calculating benefits under the superannuation scheme.

17. LEAVE OF ABSENCE

- 17.1 Subject to the exigencies of a department, leave of absence may be granted on application, for an approved purpose.
- 17.2 Leave granted shall be for up to two years in the first instance and may, in exceptional cases, be renewed for up to a further period of two years, so that the total period of leave shall in no case exceed a continuous period of four years.
- 17.3 If in the judgement of the Vice Chancellor, on the advice of a Dean or the Registrar, the granting of leave of absence or its extension is not in the best interest of the University, it shall be denied.
- 17.4 While a Senior Member is on leave of absence, the general University regulations on housing and other perquisites shall apply to him/her.
- 17.5 A Senior Member who is granted leave of absence may, subject to the terms of the grant, resign/retire by giving at least six months notice. The resignation/retirement shall take effect from the date the leave was granted.
- 17.6 A Senior Member on leave of absence shall undertake to return to the service of the University for at least a period equivalent to the duration of the leave.
- 17.7 A Senior Member who does not return directly to the service of the University after the leave shall be deemed to have vacated post, unless he/she had resigned/retired in accordance with these regulations and the letter of grant.

18. SECONDMENT

- 18.1 A Senior Member who wishes to be seconded to an institution should have the said institution write formally to the Vice Chancellor requesting and making the case for the secondment. The Senior Member is also required to write to the Vice Chancellor at the same time requesting for the said secondment.
- 18.2 The University will then satisfy itself that the secondment will ultimately be in the interest and to the advantage of both the Senior Member and the University. The Vice Chancellor shall confer with the Senior Member and his/her Dean/lead of Department, etc. If there are no reasons to refuse the secondment, an approval letter will be issued by the Vice Chancellor, stating the duration of secondment and any other terms associated

including any payments required to be made by the institution to the University in order to reintegrate the seconded Senior Member.

- 18.3 A seconded Senior Member still remains an employee of the University and must conduct him/herself bearing cognizance of this. Salaries and other emoluments shall however, be the responsibility of the organization to which the Senior Member has been seconded. In this regard, a Senior Member on secondment which is not at the instance of the University has to vacate his University residence within three (3) months of taking up the new appointment.
- 18.4 Time spent on secondment cannot count towards calculation of sabbatical leave and other leave provisions – except in the situation where the secondment was at the direct instance of the University.
- 18.5 A Senior Member is expected to return to the service of the University on completion of the secondment. Any extensions would have to be discussed and negotiated, provided that the period spent on secondment does not exceed five (5) years. In the event that the secondment and/or any extensions requested would keep the Senior away from the University for more five (5) years (i.e sixty (60) calendar months or 10 semesters)the Senior Member would be required to resign his/her position. Failure to do so would amount to vacation his/her post.
- 18.6 All requests for secondment or extension of secondment must always allow or factor in a six-month notice period.

19 ANNUAL LEAVE

- 19.1. Academic Senior Members are entitled to 28 working days leave in the year to be taken during the inter-semester breaks. Non-Academic Senior Members are entitled to 62 consecutive days leave in the year. No such leave can be earned in a year in which a Senior Member takes a sabbatical/study leave/leave of absence. Leave may not be deferred without the prior approval of the Vice Chancellor.
- 19.2. Casual leave may be granted at the discretion of the University.
- 19.3. The University shall down for academic and other related operations for ten (10) consecutive days during the long inter-semester break or enable academic staff take adequate off-search rest. The aim of this is to ensure that academic staffs actually take a rest. During this shut down period, administrative staff will continue work however, academic staff shall be required to as much as possible vacate their offices and take a break. This shall be considered as part of the 28 working days leave.
- 19.4. **Maternity leave:** A female Senior Member shall be entitled to three months Maternity Leave in accordance with the Labour Act. Where the leave is extended beyond the three months due to medical reasons associated with the delivery, such extension shall

be considered leave with pay. The Medical Officer in charge of the University's Hospital shall certify such extension.

20 VACATION OF POST

- 20.1 Senior Members are expected to be at post at least 10 days before the beginning of each session.
- 20.2 Where a Senior Member, for some reason, is away from duty for more than 10 days, the University may enquire into the reasons for the continuous absence and this may eventually result in the University declaring the positions of the Senior Member vacated from the date on which he/she left his/her post. A Senior Member who has vacated his/her post would not be deemed to have given notice of his/her intention to leave the service of the University.
- 20.3 If a Senior Member fails to return to the service of the University after paid leave (Sabbatical, Study leave or any other leave), he/she shall be deemed to be on leave without permission and subject to paragraph 20.2 above, his/her post shall be declared vacated. He/she shall refund all expenditure incurred on his/her during such leave including cost of passages, University contributions towards maintenance of his/her superannuation policies and other fees.

21 LEAVE AND UNIVERSITY ACCOMMODATION

20.1 Leave of Absence

Entitled staff proceeding on leave of absence may retain their University houses. Where the leave is for a period of more than 12 months (except for Senior Members on study leave), staff will be required to surrender their houses after a grace period of three (3) months.

A period of leave of absence without pay is not considered as a period of service to the University.

20.2 Sabbatical Leave

Senior Members going on Sabbatical Leave may keep their houses during the leave period.

20.3 Study Leave

Entitled staff proceeding on a year's Study Leave may keep their houses while on leave. Those proceeding on more than a year's study leave shall, however be required to surrender their houses after a grace period of six (6) months. Senior Members taking their study leave in Ghana may keep their houses during the period of leave.

Vacating University Premises

- 21.4 The grace periods noted above are on the assumption that the Senior Member has family living in the house who would need to be given time to vacate the premises. Should there be no such family, then the Senior Member would be required to surrender the house before leaving for study leave.

22 GROUP PERSONAL ACCIDENT POLICY

The University would take the above policy for officers who travel frequently to carry out official duties on behalf of the University.

23 DEATH GRATUITY

The SSF/GUSSS Regulation shall apply

The period of leave of absence without pay will not be taken into account in computing any benefit.

24 MEDICAL AND DENTAL CARE

- 24.1 A Senior Member, his/her spouse and children, while resident in Ghana, shall contribute to a health insurance scheme.

24.2 Subject Government Policy, the Senior Member shall receive:

- a) Medical and dental attention from a University Medical Officer, and
 - b) Medical and dental attention to be obtained on the specify prior written recommendation of a University Medical Officer or Medical adviser to whom a Senior Member or a member of his/her family has been directed in advance by a University Medical Officer, provided that:
 - c) I) all medical and dental attention shall exclude subsistence costs in hospital;
 - ii) the cost of any travel necessary in order to receive such attention and to return to the University will be borne by the University subject to the approval of the Vice Chancellor in each case;
 - iii) the University Council may authorise that a Senior Member be reimbursed the cost of medical or dental attention taken outside the scope of the conditions contained in this paragraph, if the University is satisfied that those costs ought properly to be met from its funds;
 - iv) the University shall refund to only the Senior Member the cost of medical and dental appliances such as spectacles once every two years and other medical every three years; and
 - v) in cases of chronic ill-health, financial responsibility in respect of the spouse or children of a Senior Member will be determined by the University Council.
- 24.3 Subject to Government policy expenses on medical treatment outside Ghana in respect of a member of staff, or spouse or child of a member of staff may be met by the University on the recommendation of a Medical Board.

- 24.4 A husband or a wife or parent may accompany a wife or a husband or child respectively on certification by the Medical Board that this is necessary.
- 24.5 The application of these privileges to dependants should be restricted to spouse and children and the recommendation for medical treatment outside Ghana should be made by the Medical Board.
- 24.6 When an employee of the University of spouse or child of an employee is referred for medical treatment outside Ghana, the University shall apply to government for funding.
- 24.7 If the Medical Board recommends that a nurse should accompany a patient on treatment outside Ghana, the nurse shall be granted passages and estacode allowance at full rate.
- 24.8 If the Medical Board recommends in any special circumstance that the patient should be accompanied by one of the persons designated in paragraph 24.4 above, then that person accompanying the patient shall be granted passages and estacode allowance equivalent to the difference between the full rate and the rate recommended for patient.

25 ILL-HEALTH PROCEDURE

The ill-health procedure of the University shall be as follows:

- 25.1 When a Senior Member suffers from an illness which causes his/her absence from duty for a continuous period of seven days, then at the end of this period he is required, if in residence in the University, to furnish to the Vice Chancellor a medical report from a University Medical Officer, or if not in residence in the University at the time of illness, a report from a registered Medical Practitioner.
- 25.2 If the report under paragraph 25.1 above certifies that the continued absence from duty is necessary, the Senior Member may be relieved of his/her obligation to discharge his duties without the loss of salary for periods not exceeding a total of six months. Thereafter the Senior Member will receive half salary for another six months. At the end of the period, he/she will be referred to a Medical Board for a decision.

26 DEATH OF A SENIOR MEMBER

26.1 Provision of Coffin/Customary Drinks

On the death of a Senior Member, while in service, the University shall provide customary drinks, a coffin or a shroud and transport or determine the cost of the coffin or shroud and pay same to the bereaved family who opt not to receive these items.

26.2 Housing for Dependents of Deceased Senior Members

In the event of death, the spouse and/or dependants of a deceased Senior Member shall be allowed to stay in the University housing, in which they lived, for a period not exceeding six months without charge.

26.3 Payment of Final Salary in the event of Death

On the death of the Senior Member, ex-gratia equivalent to nine (9) months' salary shall be paid to the registered spouse, children or next of kin.

27 RETIREMENT BENEFITS

27.1 Retirement benefits shall be regulated under the Ghana Universities Staff Superannuation Scheme (GUSSS).

27.2 A Senior Member who retires compulsorily at age 60, or voluntarily at age 55 or more after ten (10) years' service shall be entitled to payment of ex-gratia award of a month's salary for every completed year of service.

27.3 Ex-Gratia Award on Retirement: On retirement of a Senior Member, one (1) months' salary shall be paid for every successful year of service. An employee qualifies for this Award only after a minimum service of ten (10) years, on attaining voluntary or compulsory retiring age after over 10 years' service, or dying in service.

28 EMPLOYEE RECORDS

28.1 The University is to keep scrupulous records on each Senior Member. Such records are to be housed at the Human Resource Directorate as well as the Faculty.

28.2 The Senior Member may on application to the Dean or Provost review the contents of the file kept on him or her.

28.3 The Senior Member shall ensure that the file is updated annually with details such as changes in family circumstances, commendations, performance assessment records etc.