



**DR. HILLA LIMANN  
TECHNICAL UNIVERSITY**

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# **CONDITIONS OF SERVICE**

SEPTEMBER, 2021



# **DR HILLA LIMANN TECHNICAL UNIVERSITY**



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## **ARTICLE 1 - PREAMBLE**

This Agreement made this ... Day of ....., 2021, with validation effect from 2020/2021 academic year, as a result of Collective Bargaining between the Dr. Hilla Limann Technical University (representing Government and herein, referred to as 'Employer') on the one side and staff of Dr. Hilla Limann Technical University (represented by *Staff Associations* and herein, referred to as *Employees*). *The Conditions of Service*, shall be referred to as the Dr. Hilla Limann Technical University **Collective Agreement**, with the following mutual understanding that has been entered into:

## **ARTICLE 2 - RECOGNITION**

The Dr. Hilla Limann Technical University recognize the *Staff Associations as being the officially certified* by Trade Union **Council (TUC) of Ghana** 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 Staff Associations. **During the subsistence of this Agreement**

## **ARTICLE 3 - DR. HILLA LIMANN TECHNICAL UNIVERSITY/STAFF UNION RELATIONS**

### **3.1 Responsibilities of the Parties to the Agreement**

- a) Both Parties recognize that this Agreement imposes duties and responsibilities on Dr. Hilla Limann Technical University and its employees.
- b) It is further recognized that this Agreement is a 'living document' 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 the Dr. Hilla Limann Technical University will discuss and consult in good faith with the **Staff Associations** before making changes **to** benefits, practices and understanding which are specifically covered by this agreement.

- d) It is recognized that if, during the life of the Agreement there are changes in law, regulations, personnel policies, practices, or other matters affecting working conditions, and if the changes leave the Dr. Hilla Limann Technical University with no discretion in the matter, the **Staff Unions** will be informed of the changes. When the laws or regulations leave administrative discretion of required changes, the parties will engage in negotiations in good faith.

### 3.2 Purpose, Intent and Relations of the Parties

- a) The purpose of the Dr. Hilla Limann Technical University and the employees 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 interests in the highest possible degree of friendly and co-operative relationships between their representatives at all levels.
  - 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 Dr. Hilla Limann Technical University and the **Staff Unions** realize that **this goal depends on more than words in the Labour Agreement. It depends primarily on attitudes between both parties at all levels of responsibilities.**
  - e) **Both parties, therefore, believe that proper attitude must be based on full understanding of and regard for the respective rights and responsibilities of both the Dr. Hilla Limann Technical University and the Employees.**
  - f) **Both parties believe that these attitudes can be encouraged best when it is made clear that the Technical Universities and the Staff Associations representatives who are involved in negotiation of this Agreement are sincerely concerned with the well-being of the University and of all employees.**
- Parties shall observe the duties and responsibilities enshrined in the agreement with sincerity and good faith**
- g) There shall be no discrimination or victimization whatsoever by the Technical Universities against any employee or **member-applicant** for employment

because of membership or **involvement in an activity for and** on behalf of the Staff Associations.

- h) It is agreed between both parties that should Hilla Limann Technical University and employees, they will be examined in this same spirit and settled in accordance with the procedures outlined in this Agreement.
- i) This Agreement shall not worsen any existing terms and conditions of service.

#### **ARTICLE 4 – DURATION**

- 4.1 This Agreement shall come into force and operate from the ... Day of ....., 20..., and shall remain in force without any amendments, alterations or additions for two (2) years., **except** as provided herein under:
- 4.2 The Provisions of this Agreement can be amended, **cancelled** 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 thirty (30) days **after the date of notification.**
- 4.3 A notice of not less than sixty (60) days before the Agreement is due to expire may be given by either party in writing expressing its wish for this Agreement to continue **for a further period of not more than thirty (30) 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 thirty (30) days prior ~~any differences, disputes, or grievances arise between the parties~~ to the expiration date of this agreement.
- 4.4 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.
- 4.5 In the event that both parties will enter into negotiation on the terms and conditions of the **proposed** 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 ninety (90) days after the **expiry** date, except a date of extension had been mutually agreed by both **parties.**

- 4.6 At any time after one (1) year from the date of commencement of this Agreement, **and once 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 and 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 5 – INTERPRETATION**

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

## **ARTICLE 6 – DEFINITIONS OF TERMS**

The following terms are used in this document:-

6.1 **Technical University /University**

Technical University means Dr. Hilla Limann Technical University as mentioned in Schedule (Sections 1(1) and 2) of the Technical Universities Act, 2016 (Act 922) as amended.

6.2 **University Council**

Means the University Council of Dr. Hilla Limann Technical University established under the Technical University Act, 2016 (Act 922) as amended.

6.3 **Vice-Chancellor**

Means the Executive Head of Dr. Hilla Limann Technical University.

6.4 **Department**

Means any Department of Dr. Hilla Limann Technical University, academic or non-academic and includes halls of residence or other organizations recognized as such by the University Council as forming a constituent part of Dr. Hilla Limann Technical University.

6.5 **Head of Department**

Means the one in charge or in acting capacity of any of the departments mentioned in the **University**.

## 6.6 **Members of Staff Associations**

Means all employees of the Dr. Hilla Limann Technical University who are members of the various Staff Associations *responsible for negotiation of all matters related to their terms of employment or conditions of labour.* **Conditions of Service for the various categories of staff who are members of the Staff Associations shall be those applicable to their respective grades in the Unified Conditions of Service for Dr. Hilla Limann Technical University.**

## 6.7 **Junior Staff**

Means all employees of the Dr. Hilla Limann Technical University below the rank of Administrative Assistant and analogous grades.

## 6.8 **Senior Staff**

Means all employees of the Dr. Hilla Limann Technical University from the rank of Administrative Assistant and analogous grades through to Chief Administrative Assistant and analogous grades. This category of employees includes staff in the Senior Instructor to Chief Instructor grade.

## 6.9 **Senior Member**

Means any member of the teaching, professional or administrative staff not below the rank of an Assistant Lecturer or analogous ranks.

## 6.10 **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 Dr. Hilla Limann Technical University or which is otherwise prejudicial to the efficient conduct of the **University** or tends to bring the Dr. Hilla Limann Technical University into disrepute.

## 6.11 **Grievance**

Means any employee's complaint **or complaint of a Staff Association** that the Employer has violated **any of the a term or** terms of conditions of service as specified in this Agreement, or any rights under the Labour Act of 2003 (Act 651).

## 6.12 **Committee**

Means the Standing Joint Negotiating Committee (SJNC) of each Dr. Hilla Limann Technical University.

### 6.13 Child of an Employee

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 7 – APPOINTMENTS

### 7.1 Appointment Procedures

- a) The appointment, promotion, transfer, dismissal and disciplinary control of all employees are vested in the Vice-Chancellor acting on behalf of the University Council **IN ACCORDANCE WITH THIS AGREEMENT, STATUTES AND OR ANY OTHER REGULATIONS OR POLICY.**
- b) To be eligible for appointment, a candidate must have the requisite qualifications and/or experience as laid down from time to time in the Scheme of Service for Staff of the Dr. Hilla Limann Technical University.
- c) Vacancies shall normally be advertised and shall only be advertised internally first before going out if suitable candidate is not found. **EXCEPT**
- d) **An applicant seeking employment in the Dr. Hilla Limann Technical University must state:**
  - i. his age;
  - ii. his home town;
  - iii. whether he has previously been employed by any Technical University or by the Government of Ghana, and if so, why he left;
  - iv. whether he has ever been convicted of a criminal offence;
  - v. the name of spouse if married;
  - vi. the name and address of next of kin;

## PROMOTIONS AND APPOINTMENT MANUAL

- e) All staff appointments shall be made through an interview conducted by a properly constituted Appointments Committee.
- e) The Technical University must ensure that new employees are medically examined and passed as fit for work by a registered Medical Officer.
- g) The following procedure will be followed in the appointment of members of staff:
  - i. Open advertisement of vacancy in line with scheme of service for Technical Universities.
  - ii. Shortlisting of applicants by Heads of Department upon receipt of applications.
  - iii. Verification of shortlisted applications by Faculty Appointments and Promotions Board (FAPB)/Administration Appointments and Promotions Committee (AAPC).
  - iv. Submission of shortlisted applications with written recommendations to the Registrar for onward submission to University Appointments and Promotions Board (UAPB).
  - v. Invitations for Interviews
  - vi. Interview of Candidate
  - vii. Selection of suitable candidates.
  - viii. A formal offer of appointment shall be issued stating clearly the terms and conditions of the appointment.
  - ix. Personal record files shall be created at the Human Resource Directorate for all new employees which shall be regularly updated.

### 7.2 Effective Date of Appointment

The effective date of appointment shall be the date the employee assumes duty.

### 7.3 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 assignment, the duration of the appointment should not exceed the life of the assignment.
- (b) Temporary employees shall be paid a monthly salary.
- (c) The Technical University shall pay SSNIT contributions for all temporary employees.
- (d) A temporary employee who has been engaged 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 Employees who have been engaged by the Technical University shall contribute towards the Social Security Fund under the appropriate Law establishing the Fund.

## **ARTICLE 8 – GENERAL CONDITIONS**

There shall be Conditions of Service for Senior Members Category and Senior Staff and Junior Staff categories as captioned in sections A and B:

## SECTION A

### SENIOR MEMBER CATEGORY

#### ARTICLE 9 – APPOINTMENT & JOB SPECIFICATION

- a) The criteria for appointment of Senior Members (SM) and the procedure relating to such appointments have been provided in the section of the Statutes on “the Appointment and Promotion of Senior Members” which forms part of the Conditions of Service for Senior Members.
- b) 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 Register of New Appointments kept by the Registrar.**  
**REGISTRAR’S RESPONSIBILITY**
- c) A Senior Member’s appointment is full-time; any additional occupation or employment outside the scope of the appointment **MAY** only **BE** with the prior permission of the Vice-Chancellor on behalf of the University Council.
- d) On first appointment, a Senior Member will be issued with an appointment package **BY THE REGISTRAR** which should include the following:
  - i. Appointment letter
  - ii. Conditions of Service Manual
  - iii. Regulations & Statutes of the University
  - iv. Act, Law or Legal instrument setting up the University
  - v. Research Handbook
  - vi. Handbook on Appointments & Promotions
  - vii. Students Handbook
  - viii. Administrative Manual
  - ix. Financial Regulations–Public Financial Management Act, 2016 (Act 922), Internal Audit Act, 2003 (Act 658), Public Procurement Act, 2003 (Act 663) **AS AMENDED**
  - x. Code of Conduct and other relevant Policies of the University
- e) The University may add to, **but not remove from or reduce this list based on changing circumstances.**
- f) The job of the Senior Member (Teaching) generally entails:
  - i. Teaching;
  - ii. Design and Development of Curriculum;

- iii. Assessments and Examinations;
- iv. Project Work Supervision;
- v. Industrial Attachment and Internships Supervision;
- vi. Student Mentoring and Counselling;
- vii. Research, Development and Innovation;
- viii. Publications;
- ix. Participation in Administration and Institutional Governance;
- x. Consulting, Provision of Technology Support to Enterprises and Extension Service.
- xi. **AND ANY OTHER ASSIGNED BY THE VICE CHANCELLOR ON BEHALF OF COUNCIL IN ACCORDANCE WITH STATUTES AND LAWS OF GHANA**

g) The Senior Member (Teaching) is expected to advance knowledge and skills development in his field and contribute to socioeconomic development of the country in his sphere of expertise through applied research, technological innovation, practice and extension services.

h) The job of the Non-Teaching Senior Member generally entails:

- i. Administration and governance;
- ii. Management of functional areas;
- iii. Advisory Services to Management, Schools, Departments, Units, Centers;
- iv. Research, publication and creative work,
- v. Consulting and extension services;
- vi. Serving of committees;
- vii. Students advisory services; and
- viii. Policy implementation and monitoring.

**AND ANY OTHER ASSIGNED BY THE VICE CHANCELLOR ON BEHALF OF COUNCIL IN ACCORDANCE WITH STATUTES AND LAWS OF GHANA**

i) The Technical University shall organize orientation for all newly recruited staff on assumption of duty.

## **ARTICLE 10 – SALARY & COMPENSATION**

10.1 The Dr. Hilla Limann Technical University reserves the right to locate a newly appointed Senior Member on an appropriate point of the salary scale taking into consideration, additional qualifications over the minimum as well as years of relevant experience.

**Applicants with the minimum qualification and minimum experience 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.

- 10.2 The Dr. Hilla Limann Technical University recognize that the salary scales progresses within the time of one's career in the University. It is important to note, however, that commitment, performance, professionalism, range of responsibilities etc. facilitate a more rapid progression through the scales for a deserving Senior Member.
- 10.3 The Technical University, through the various academic and administrative units, may find innovative ways of enhancing Senior Member compensation through bonuses and other schemes. Such payments should be subject to the approval of the Vice-Chancellor.

## **ARTICLE 11 – CONTRACT DURATION AND PROBATION**

- a) The Assistant Lecturer/ Assistant Research Fellow or its equivalent position is a **temporary** one designed for prospective Lecturers or equivalent positions which shall be held for two (2) years in the first instance and renewed for another two years only.
- a. The appointment from Lecturer/Research Fellow up to Senior Lecturer or equivalent grade are normally for a contract period of six (6) years in the first instance, subject to renewal for another six (6) years only. In exceptional circumstance, the University Appointments and Promotions Board may, on the recommendation of the Faculty Board/Administration Appointment and Promotions Committee (AA&P), extend the appointment for a further period not exceeding three (3) more years, at the end of which the appointment shall normally terminate unless the staff progresses to the next rank.
  - b. Appointments at Professorial levels or equivalences are normally up to retiring age except those appointed **through a** Search.
- b) A Senior Member who is appointed without any previous Technical University or other relevant experience shall be required to serve one (1) year probation from the date of appointment. This probation period is to afford the appointing Technical University and the relevant academic/administrative unit, the opportunity to observe the Senior Member's performance and general suitability of work in the academic setting.
- c) The Head of an academic/administrative unit shall at the end of the first year of probation, give the Senior Member a progress report indicating his strengths and weaknesses. The Senior Member shall be assessed by the Head

of academic/administrative unit and an assessment report submitted to the Appointments and Promotions Board through the Registrar for the confirmation of appointment. 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. Should the report be unsatisfactory, the University reserves the right to terminate the appointment or extend the probation. These activities should in principle take place within the last two (2) months of the end of the probation period and any decisions taken communicated to the Senior Member within this period.

- d) A member of staff whose contract is coming to an end shall be notified in writing by the Registrar through the Head of academic/administrative unit a year in advance to provide an updated curriculum vitae to his/her Head of Department/Centre/Unit/Section.
- e) Information from the member of staff obtained pursuant to 3.4 and comments by the Head of academic/administrative unit shall be reviewed by the Faculty Board/Administration Appointments and Promotions Committee which may recommend to the University Appointments and Promotions Board for renewal, **indicating duration**.

## **ARTICLE 12- PERFORMANCE ASSESSMENT**

- a) It is mandatory that Heads of Academic/Administrative Unit assess the members of their Academic/Administrative Units at least once a year on their performance. The assessment may provide the basis for training, promotions, salary increment and other benefits. In order to be abreast with current practices in staff appraisal, the Technical University shall undertake Performance Management to help develop the knowledge, skills and abilities of all staff.  
Without prejudice to the Technical University's right to set out additional criteria, the assessment and review will cover the areas set out in Article 9 f and h above.
- b) The assessment procedure will generally be as follows:
  - The Head of Academic/Administrative Unit shall annually assemble all information on each Senior Member.
  - The Head shall review the collated information as well as use the standardized performance appraisal form issued by the University's Human Resource Unit 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 Registrar through the Dean of Faculty/School who shall then table it at the University Appointments and Promotions Board. In the case of non-academic Senior Members, the report shall be submitted to the Registrar.

## ARTICLE 13 - PROMOTION

- Individuals on their own initiative or at the invitation of the Heads of Department/Centre/Unit/Section or the Registrar may apply for promotion as provided for in the Scheme of Service.
- Promotion shall normally proceed from one rank to the immediate next rank i.e. from **ASSISTANT LECTURER**? Lecturer to Senior Lecturer to Associate Professor to Professor; for the non-teaching Senior Member, Assistant Registrar to Senior Assistant Registrar. Promotions to Deputy Registrar and equivalent grades and above are filled by appointment.
- Any Senior Member of the Technical University who qualifies for promotion may apply at any time to be promoted or appointed to next rank for which he considers himself qualified in accordance with the Appointments and Promotions Criteria.
- An application accompanied by curriculum vitae and other relevant documents, indicating the position sought and the area of discipline concerned shall be submitted to the University Appointments and Promotions Board through the Head of academic/administrative unit with a covering letter copied to the Registrar.
- In the case of staff who are nearing retirement age, application for promotion supported by materials for assessment may not be processed unless they were received at least six (6) months to retirement.
- The Head of an academic/administrative unit shall refer each application supported by materials for assessment to the Faculty Board/AA&P for comments and recommendations within one (1) month of receipt of the documents. **WITH NOTICE TO THE APPLICANT**
- Each application is then submitted for evaluation by two (2) external assessors who shall be persons of standing in the applicant's field. The external assessors shall be of a higher rank than the applicant and shall not have any relationship with the applicant. **WITHIN TWO MONTHS WITH NOTICE TO APPLICANT**

- h) Promotion to the grade of Senior Lecturer shall be considered on the basis of good performance in the following:
- i. Scholarship;
  - ii. Research contribution to knowledge;
  - iii. Teaching and student mentoring and supervision;
  - iv. Academic leadership;
  - v. Inventiveness;
  - vi. Industry collaboration;
  - vii. Technology innovations;
  - viii. Extension work/service; and
  - ix. Creative and artistic productions/works.

**MINIMUM REQUIREMENT FOR SENIOR/ASSOCIATE & PROF.**

- i) Applications for promotion based solely on teaching and extension work/service, or other contributions that do not normally result in publications shall not be considered. Exceptional technology innovations will however be considered.
- j) Promotion to the grade of Associate Professor shall be on the basis of the requirements for a Senior Lecturer as well as outstanding scholarship in the candidate's field of teaching, skills development and research and contribution to socioeconomic growth of the country as well as the intellectual life and reputation of the Technical University.
- k) Promotion to the grade of Professor shall be on the basis of the requirements for Associate Professor as well as internationally acknowledged scholarship in the candidate's field of teaching and research and outstanding contribution to technology development and innovation as well as the intellectual life of the Technical University.
- l) Promotion to the administrative/professional grades shall be based on evidence of continuing performance in respect of the following:
- i. Grasp of administrative procedures/regulations and organizational ability;
  - ii. Leadership;
  - iii. Initiative and reliability;
  - iv. Good understanding of the mission and mandate of the Technical University;

- v. Sense of responsibility;
  - vi. Capacity, expertise and relevant education in one's chosen functional area; and Relevant publications and/or administrative monographs.
- m) Assessment of an application and other relevant documents based on the criteria set in Article 13 (h and l) above shall be reviewed as appropriate by the Head of Department/Centre/Unit/Section, **FACULTY** AA&P and the University Appointments and Promotions Board.
- n) 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.
- o) Senior Members in the administrative class would, wherever possible, be expected to be broadly exposed to the University's administrative management.
- p) The Technical University **SHALL** ~~may~~ develop a points or quantitative system to guide and assist Senior Members (teaching) 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.

## **ARTICLE 14 – RESIGNATION/RETIREMENT/TERMINATION**

- a) A Senior Member may resign his appointment by giving the Vice-Chancellor notice of his intention in writing, as specified in the terms of appointment and conditions of Service. This notice shall be at least six (6) months **ENDING terminating** on the last day of July of the year in which his resignation takes effect. In the absence of such notice, a Senior Member shall be liable to a penalty equivalent to the salary for the period **OF 6 MONTHS** ~~required for the notice.~~
- b) A Senior Member shall normally retire from the service of the Technical University at the end of the academic year in which he attains the compulsory retiring age, currently sixty (60).
- c) A Senior Member may retire voluntarily from the age of fifty-five (55) with appropriate retiring benefits. A minimum of six (6) months' notice of intention to retire is required.

- d) A retired Senior Member shall not be allowed to stay in University accommodation for a period ~~not~~ exceeding three (3) months from the date of retirement.
  
- f) The appointment or 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/Centre/Unit/Section. The Senior Member would have signed the appraisal form as evidence of the appraisal having taken place.
  - a. Where a Senior Member is unwilling to sign, the Head shall make an appropriate report of this unwillingness to endorse the appraisal form and submit same to the Registrar through the next superior Officer for investigation.
  - b. **REPORT OF INVESTIGATION AND INVESTIGATION PROCEDURE**
  - c. The Senior Member shall be notified of the termination of appointment or contract at least six (6) months to the termination date or in default be paid six (6) months' salary in lieu.
  - d. Termination of appointments of all Senior Members shall be subject to the approval of Council.
  
- f) The contract of a Senior Member shall not be renewed for another period if in the view of the Appointments Board the health, age or other infirmities of the Senior Member might not make it possible for that Senior Member to efficiently and effectively carry out his duties.
  
- g) The Technical 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 behavior deemed unfit for a Senior Member and which either brings or has significant potential to bring the Technical University into disrepute.
  
- h) Pursuant to e, f and g above, the Grievance and Disciplinary Procedures of the Technical University shall apply. **WHY f**
  
- j) Post retirement contracts are restricted to Senior Members who retire compulsorily and whose academic/administrative units can justify or make the case for their services. **OPENED TO ALL POLICY. ANY AGE LIMIT**

## **ARTICLE 15 – ON DISMISSAL**

### **GROUND FOR DISMISSAL**

- a) The Senior Member shall be required to vacate the University accommodation immediately on dismissal.

- b) On compassionate grounds, however, he/she may be permitted to stay in his/her bungalow for up to two weeks in which case he/she shall pay the normal rent.

## **ARTICLE 16 - HOUSING**

- a) The Technical University may provide accommodation, for which rent, to be determined from time to time, will be charged. The Technical University shall pay housing allowance to the Senior Member in lieu of university accommodation at a rate approved by the Government.
- b) The allocation of Technical University houses to entitled staff shall be governed by regulations approved by the Academic Board and administered by the Housing Committee.

### **16.1 Owner Occupier Scheme**

- a) To encourage Senior Members to procure their own means of accommodation, the Technical University may assist Senior Members to secure mortgaged loans.
- b) In order to become attractive for Senior Members to own and live in their own houses, the Technical University will pay owner-occupier allowance to deserving Senior Member who secures and lives in their own home at government approved rate.

## **ARTICLE 17 - CHILDREN**

- a) In the conditions of service, "child" means a Senior Member's own issue, his adopted child, or his registered ward as defined by the University provided that such a child/ward is under twenty-one (21) years of age.

### **REPETITION 6:13- FOR THE AVOIDANCE OF DOUBT**

- c) The recognized children and wards of Senior Members shall be those in the records of the University.

## **ARTICLE 18 - ALLOWANCES**

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

- 18.1 **Acting Allowances** -A Senior Member who acts in a higher position for at least three (3) months shall be paid allowances attached to the higher position.
- a) For the avoidance of doubt, where a Senior Member acts in any position for at least three (3) months, where under these rules he would not otherwise have been entitled to the allowances attached to the position, he shall be paid the difference between the acting officer's salary and minimum salary point of the acting post or 20% of the monthly basic salary whichever is higher.
- 18.2 **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.
- 18.3 **Entertainment Allowance** – Payable to designated officials for the purpose of providing entertainment on behalf of the Technical University.
- 18.4 **Extra Teaching Load Allowance** – Means teaching above the normal load. For the avoidance of doubt, the normal load is twelve (12) hours per week of semester **PER LECTURER**. The Senior Member is to apply through the Head of academic/administrative unit for the payment of such allowances at the end of each semester. The following load should be allocated to the Pro Vice-Chancellor – 4, Deans – 6 and Head of Department - 8
- 18.5 **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 academic/administrative unit for the payment of such allowances at the end of each semester. **Pro Vice-Chancellor – 4, Deans - 6, Heads of Department – 8 and other Lecturers – 12**. The rates shall be determined by the University and will be reviewed from time to time.
- 18.6 **Invigilation Allowance** – Payable to Senior Members who invigilate during Technical University examinations. The amount payable shall be determined from time to time.
- 18.7 **Professional Allowance & Allowance in lieu of Professional Practice** – Payable to Senior Members who are professionals as **approved by Council**. This would be **25% of basic monthly salary**.
- 18.8 **Departmental Duty Allowance** – Payable to Lecturers for such departmental activities as academic advisory, examination duties, departmental workshops and seminars upon submission of a report to the head of department. The amount payable shall be approved by the University Council from time to time.
- 18.9 **Sitting Allowance** – Payable to a Senior Member who attends University Meetings. Appropriate sitting allowances shall be approved by the University Council from time to time.

- 18.10 **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 work station.
- 18.11 **Risk Allowance** – Payable to a Senior Member who engages in hazardous duties such as laboratory scientists, geologists, medics on dangerous diseases etc. The categories of senior members who shall be entitled to this allowance shall be determined by the University Council from time to time. The rate would be 25% of the basic monthly allowance.
- 18.12 **Book Allowance** – Payable to Senior Members at rates negotiated from time to time.
- 18.13 **Research Allowance** – Payable to Senior Members (teaching) at rates negotiated from time to time.
- 18.14 **Industrial Attachment/Internship Allowance** – Payable to Senior Members and Senior Staff who undertake approved short duration internships industry to update their practical knowledge and skills or conduct joint research with industry partners. The rates shall be negotiated and approved by the University Council.
- 18.15 **Project Supervision Allowance** – Payable to Lecturers who supervise final year and postgraduate students’ projects. The amount payable shall be approved by the University Council.
- 18.16 **Additional Duty Allowance** - Payable to Senior Members who have been assigned additional duties in writing for a position other his own for more than twenty-one (21) days and not more than six (6) months. **The rate is 10% of monthly basic salary. GOVT?**
- 18.17 **Call-in Allowance** – Payable to Senior Members who are not entitled to over time allowance and who are call to work after close of work or on weekends. Call-in allowance shall be paid only for the performance of work which has received prior written approval of Management. **10% of the daily rate multiplied by the number of hours worked. GOVT**
- 18.18 **Permanent Posting Allowance** - Payable to Senior Members who are moved from one geographical area, location or station to another which is 50 kilometers or more in radius of his current station within the same organization or service to perform duties relating to the class of post that the employee belongs for the period exceeding three (3) months. **The rate is three (3) months of basic salary. GOVT**
- 18.19 **Temporary Posting Allowance** - Payable to Senior Members who are moved from one geographical area, location or station to another which is 50 kilometers or more in radius of his current station within the same organization or service to perform duties relating to the class of post that the employee belongs for the period not exceeding three (3) months. **The rate is 20% of basic allowance for three (3) months plus Hotel accommodation for three (3) months. GOVT**
- 18.20 **Tools Allowance** – Payable to Senior Members who use their own tools to perform official duties. The rate shall be as approved from time to time.

- 18.21 **Physically Challenged Guide Allowance** – Payable to a Physically Challenged Senior Member who needs a guide for onward payment to the guide. **The rate shall be the daily minimum wage for twenty-seven (27) days. GOVT**
- 18.22 **Physically Challenged Transport Allowance** – Payable to a Physically Challenged Senior Member who is certified as needing special needs of transport to enable commute to and from work. **The rate is 20% of monthly basic salary. GOVT**
- 18.23 **Kilometric Allowance** – It shall be paid to cover fuel, wear and tear of the vehicle of the Senior Member whose work requires the use of a vehicle but is requested to use his own vehicle for official trips. The rate shall be as approved from time to time. **BY GOVT**
- 18.24 **Funeral Grant** – It shall be paid on the death of a Senior Member, his spouse, biological or legally adopted child as in the records of the University. The rate shall be as approved from time to time by the Government.
- 18.25 **Protective Clothing** – Protective clothing shall be provided by the University to Senior Members who work in the Laboratories and workshops.
- 18.26 **Subscription Allowance** - The University shall pay the subscription allowance and other incidental expenses that are due for a Senior Member as a registered member of Recognized professional body. Where a Senior Member belongs to more than one Professional body, the subscription allowance shall be paid in respect of any one of the professional bodies nominated by the Senior Member. **AMOUNT**
- 18.27 **Internship/Industrial/Field Trip Allowance** - Payable to Senior Members who undertake supervision of internships, industrial trips, teaching practice and so on. **AMOUNT**
- 18.28 **Dissertation/Theses Examination** - Payable to Senior Members who perform duties of internal examiners of dissertation and theses. **AMOUNT**
- 18.29 **Thesis Supervision Allowance** - Payable to Academic Senior Members who supervise postgraduate theses or dissertations (Ph.D., M.Phil. etc.) **AMOUNT**
- 18.30 **Project Supervision Allowance** - Payable to Senior Members who supervise Undergraduate projects. **ALLOWANCE**
- 18.31 **Internal Mobility** - Payable to academic Senior Members for internal movements within campuses. **HOW MUCH BY COUNCIL**

- 18.32 **Fuel Allowance** – Payable to Senior Member who have been given official responsibility by the University. The rate shall be as approved from time to time. **BY GOVT**
- 18.33 **Utility Allowance** – Payable to Senior Member to cover for utility bills. The rate shall be as approved from time to time. **BY GOVT**
- 18.34 **Day Trip Allowance** – Payable to Senior Members who apply to a round trip covering 300 km by road or 600 km by air the same day **at 50% of the Per Diem Allowance.** **GOVT**
- 18.35 **Industrial Skills Development Allowance** – Payable to Senior Members who exhibit visible acquisition of industrial experience to update practical knowledge and skill or conduct joint research with industry partners. **Rate payable is 50% of monthly basic salary.** **BY GOVT JUSTIFICATION**
- 18.36 **Non-Basic Salary Allowance** – Payable to Senior Members at a rate determined from time to time. **WHAT IS IT**
- 18.37 **Security Allowance** – Payable to recipients of owner occupier allowance. Rate shall be as determined from time to time. **BY GOVT**
- 18.38 **Commuting Mileage Allowance** - A Senior Member who uses his vehicle intensively on duty within a **5 – kilometers** radius from his place of work will be paid an **CM** allowance at rates determined from time to time by the University.
- 18.39 **Special Commutation Allowance** - Special Commutation allowance may be paid to deserving Senior Members' upon application. **WHATS SCA**
- 18.40 **Night Subsistence Allowance** - A Senior Member will be paid a Night Subsistence Allowance. At rates determined from time to time by the University. Whenever he/she travels on duty outside the University. **WHATS NSA**
- 18.41 **Duty Post Allowance** - This allowance relates to the duties and functions performed by various Senior Members.

## **ARTICLE 19 – MISCELLANEOUS ALLOWANCES**

- 19.1 **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 five (5) years – frequency of travel notwithstanding.
- 19.2 **Vehicle Maintenance 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 (3) months.  
**AMOUNT BY GOVT**
- 19.3 **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. **GOVT**
- 19.4 **Long Service Award** – Payable to Senior Members who have served the Technical University over periods such as ten (10) years, twenty (20) years, thirty (30) years and forty (40) years at rates to be determined by the University Councils from time to time.

## **ARTICLE 20 – BAGGAGE EXPENSES**

- a) A Senior Member who is granted a passage will be entitled to payment of freight for baggage at rates and in accordance with regulation 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.
- d) A Senior Member who is granted this facility by the University and who does not serve a minimum period of two (2) years following provision of the facility shall be required to refund the whole amount.

## **ARTICLE 21 – REMOVAL ALLOWANCE/TERMINAL PASSAGE**

- a) 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.

- b) On proper completion of appointment, a Senior Member will be provided with transport or be paid an appropriate removal allowance to convey his personal effects to his permanent place of residence agreed upon by the University.
- c) **Other Allowances** – Any other allowance that may be determined from time to time

## **ARTICLE 22 – 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.

- a) Car loan
- b) Car rehabilitation loan
- c) Furniture loan
- d) Fridge loan
- e) Housing loan
- f) Salary advance
- g) Rent Advance
- h) ICT Equipment

## **APPROVAL AND ABUSE**

## **ARTICLE 23 – PASSAGE**

### **Passages On First Appointment (Ghanaians Living Overseas)**

- a) On first appointment, a Senior Member may be provided with passages for himself, his wife and children (up to a maximum of five children). However, if he/she does not serve a minimum period of two years, he shall be required to refund the whole or part of the current cost of passages provided for him by the University.
- b) **Cost of Overseas Passage**
  - i. Overseas passage granted to Senior Members will be economy class by air in accordance with rules laid down by the Technical University from time to time. The Technical 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 and from there to the port of departure for his return journey.

**c) Overseas Passage on First Appointment**

- i. On first appointment, a Senior Member will be provided passage with his spouse and children (up to a maximum of six (6) children).

**ARTICLE 24 - LEAVE**

From time to time, the University grants leave of various types to Senior Members who have become eligible for such leave. Leave is generally governed by conditions and schemes of service and unionized conditions of service. The University shall administer the following types of leave:

- a) Annual leave;
- b) Study leave with pay;
- c) Study leave without pay;
- d) Casual leave;
- e) Examination leave;
- f) Special leave;
- g) Leave of absence with pay;
- h) Leave of absence without pay;
- i) Sick leave;
- j) Maternity leave; **PATERNITY**
- k) Vacation leave;
- l) Secondment;
- m) Part-time study leave; and
- n) Compassionate leave.

**24.1 Annual Leave**

Annual Leave is earned. New employees qualify for leave after working for a minimum of six (6) months on a continuous basis. Earned leave is calculated for new members of staff on a pro-rata basis. Staff on permanent employment earn annual leave based on their rank/category. Annual leave shall be approved to take effect over a specified period of 42 working days.

Academic Senior Members are entitled annually to eight weeks' leave (vacation leave) to be taken during vacations. 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 to accumulate.

Non-Academic Senior Members are entitled annually to eight weeks' annual leave to be taken any time of the year, subject to the exigencies of a

Department. No such leave can be earned in a year in which a senior member takes any form of leave of absence. Annual leave may not be deferred to accumulate.

#### **24.2 Study Leave with Pay**

- a) A staff holding permanent appointment in the University may apply for study leave with pay. Such a staff should meet the following conditions for eligibility:
  - i. Must apply for the facility;
  - ii. Must have worked continuously for three (3) years;
  - iii. Must submit an admission letter from an established institution of learning;
  - iv. The institution must be offering certificates recognized by the nation's accrediting agencies.
- b) Employees granted paid study leave cannot apply for paid maternity leave.
- c) Employees who proceed on study leave have to return to the service of the University for at least the number of approved years of studies plus one (1) year.
- d) Study leave awardees who fail to return to post after the study leave shall be sanctioned for the investment in them and the accompanying loss of teaching, research or administrative time from the staff.
- e) The losses occasioned by a staff member's failure to return from study leave shall be deducted outright from any benefits accruing to those who resign or vacate posts after study leave. Legal means may be used to recover any funds from study leave defaulters.
- f) A staff granted study leave with pay must complete a bond form.

#### **24.3 Study Leave without Pay**

A staff in permanent employment may apply to be considered for study leave without pay based on any or a combination of the following conditions:

- a) When the application for leave with pay is unsuccessful;
- b) When the applicant has not served the minimum three (3) years waiting period but feels that the admission cannot be deferred or missed;

- c) When the applicant feels that the benefits from early graduation far outweighs the benefits from an approved study leave with pay option;
- d) When the HOD's assessment shows that the applicant's absence would not adversely affect the functions of the Department;
- e) When the applicant seeks to pursue a programme that is not approved by the University or does not relate to the duties of the applicant as a staff.
- f) In making an application for extension of study leave (with/without pay), the employee concerned should observe the following:
  - i) Serve at least three months' notice; and
  - ii) State, with confirmation from the supervisor, 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 work is expected to be finished.

#### 24.4 Casual Leave

- a) Casual leave is permission granted to a member of staff to solve an urgent personal problem outside the programmed leave roster.
- b) Casual leave may be granted to a member of staff on as many occasions as the member of staff makes a good case for them.
- c) A request for casual leave may be doubted, however, the leave may be approved to be deducted from earned or future earned leaves.
- d) Heads of Department who approve casual leaves shall inform the Registrar about the approval so given, following the laid down channels of communication.
- e) In all cases, applicants shall apply stating the urgent problem and the time, and number of days needed to solve the problem.
- f) Where practicable, a written approval shall be obtained by the applicant before embarking on the casual leave.
- g) Casual leave shall be deducted from Annual Leave.

#### 24.5 Examination Leave

- a) Staff may also take Examination Leave to write approved examinations as part of professional development. The applicant may submit the following particulars:
  - i. The index number for the examination;
  - ii. Time table of the examination;
  - iii. The centre for the examination;
  - iv. Institution responsible for the examination; and
  - v. Programme of study.

- b) The candidate may be given a maximum of four (4) working days in addition to the number of days required for the actual examination as provided in the examination timetable and this shall not be deducted from the annual leave.

#### **24.6 Compassionate Leave**

Compassionate leave may be given to staff in cases of:

- a) Personal grief – death of close relatives or associates;
- b) Motor accident involving staff or relative;
- c) Fire or sickness involving close relatives; and
- d) Natural disaster such as flooding or bush fires or earthquake.

#### **24.7 Leave of absence with pay**

- a) Subject to the exigencies of a department, leave of absence may be granted, on application, for an approved purpose.
- b) 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.
- c) If, in the judgment of the Vice-Chancellor, on the advice of a Dean or the Registrar, the granting of leave of absence and/or its extension is not in the best interest of the University, it shall be denied.
- d) While a Senior Member is on leave of absence, the general University regulations on housing and other perquisites shall apply to him.
- e) 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.
- f) 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.
- g) 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 had resigned/retired in accordance with these regulations and the letter of grant.
- h) A person on leave of absence with pay shall receive the basic salary from the University and may receive allowances from the receiving institution.

#### **24.8 Leave of absence**

A person on leave of absence without pay shall not receive salary from the University.

#### **24.9 Sick leave**

This is leave granted to a person for the purposes of seeking medical attention from an approved medical facility

#### 24.10 **Maternity Leave**

- a) Maternity leave is leave approved for pregnant female employees to nurture their pregnancy and the new-born child for a period as prescribed by the labour Law.
- b) An applicant for maternity leave would normally be expected to submit a letter from a medical officer advising when to start the maternity leave.
- c) The approving officer shall as much as possible be guided by the expert advice of the medical officer.
- d) The applicant may, however, apply to take six (6) weeks of her maternity leave before confinement if she is of the opinion that her health and that of the unborn baby may be affected by continued exertion at the work place.
- e) A woman on maternity leave may be granted maternity leave extension when she presents a medical certificate that she is not fit enough to resume duty upon examination.
- f) When a woman obtains advice from a medical officer on when to start her confinement and deliberately conceals it and produces it after delivery, the effective date shall be calculated from the date on the medical certificate.
- g) The period of approved maternity leave shall count as continuous service to beneficiaries.
- h) Women returning from approved maternity leave are entitled to a half-day facility to end on the first anniversary of the birth of the child. Potential beneficiaries shall apply and obtain approval to that effect.
- i) Employees on maternity leave do not qualify for study leave with pay.

#### 24.11 - **PATERNITY LEAVE**

A male Senior Member may be granted a period of absence for fifteen **15 working** days from work to father after or shortly before the birth of his child.

#### 24.12 - **Vacation Leave**

For the avoidance of doubt, Senior Members (teaching) shall enjoy their annual leave whenever University students are on holidays.

#### 24.13 - Sabbatical Leave

- a) Senior Members may be granted sabbatical leave upon application.
- b) An employee desiring to proceed on sabbatical leave must apply through the HoD and Dean to the Registrar for transmission to the Research, Conference and Innovation Committee.
- c) The HoD and Dean/Director of the applicant must also indicate in writing the soundness of the request and an assurance that the University will not suffer in the absence of the applicant.
- d) Senior Members (teaching) qualify for sabbatical leave after teaching or researching continuously for six (6) years. Senior members (non-teaching) may qualify for sabbatical leave too after working continuously for six (6) years.
- e) A paid study leave grant shall be treated as an interruption or break in service for sabbatical leave entitlement.
- f) Senior Members who serve six (6) years continuously shall be entitled to one (1) year sabbatical leave and ten (10) years uninterrupted service shall qualify senior members for two (2) years' sabbatical leave.
- g) Senior Members who proceed on one (1) year sabbatical leave have to return to the service of the University at least for two (2) years and those on two (2) year's sabbatical leave have to return to serve the University for at least three (3) years.
- h) Senior Members shall return to the service of the University after the sabbatical leave. The obligatory service after sabbatical leave is determined as the number of years of the leave period enjoyed plus one year. Staff on sabbatical leave may apply for one year leave of absence without pay to complete teaching, research or administrative programmes before returning to their employment. Members on one (1) year leave without pay after enjoying sabbatical leave must return to post after the one-year extension has lapsed.
- i) Sabbatical leave awardees who fail to return to post after the sabbatical leave shall be sanctioned for the investment in them and the accompanying loss of teaching, research or administrative time from the staff.
- j) The losses occasioned by a Senior Member's failure to return from sabbatical leave shall be deducted outright from any benefits accruing to them. Legal

means may also be used to recover any liability from sabbatical leave defaulters. **AGREEMENT**

- k) Where sabbatical leave beneficiaries vacate their posts after the leave, the University shall withhold all benefits due the staff.

**Additional general principles governing study/sabbatical leave include:**

- a) The granting of study/sabbatical leave of any kind will be subject to the staffing position and the programme of work of a department. Study/sabbatical leave will not be granted merely because it has been earned under conditions of service. The University will, however, ensure that as much as possible, study/sabbatical leave is not withheld for unduly long periods.
- b) A Senior Member who intends to take study/sabbatical leave should consult his Head of Department in the early stages of his plans (at least six months' notice should normally be given to the Head of Department) and thereafter submit an application to the Vice-Chancellor using the approved 'Channels of Communication'.
- c) Such an application should include a statement of what the applicant expects to do, how long he estimates that the proposed programme of work will take him, the time he wants to take the study/sabbatical leave and any other necessary information.
- d) The Head of Department will forward the application through the Dean of the faculty with his 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 employee concerned should send annual progress reports on his work to the Vice-Chancellor through his Head of Department.

**24.14 Part-Time Study Leave**

- a) A Master's degree holder appointed Assistant Lecturer, who wishes to pursue a part-time programme leading to a doctoral degree within his discipline, maybe granted study leave with pay, provided the applicant has the support of the Dean of his Faculty and the Head of his Department. Since the programme would be on part-time basis, the applicant and his Head of

Department would be required to ensure that his schedule of work is not interfered with.

- b) Leave granted under the terms of part-time study programmes shall not affect the eligibility of Senior Members for Sabbatical Leave.
- c) An applicant wishing to pursue a programme of study not directly related to his discipline may be considered for leave under the terms governing leave of absence without pay.

## **ARTICLE 25 – SECONDMENT**

- a) 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 said secondment.
- b) The Technical 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.
  - a. The Vice-Chancellor shall confer with the Senior Member and his Head of academic/administrative unit etc.
  - b. 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.
- c) A seconded Senior Member still remains an employee of the Technical University and must conduct himself 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. **ALTERNATIVE SURCHARGE THE ORGANIZATION**
- d) 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 Technical University.
- e) A Senior Member is expected to return to the service of the University on completion of the secondment. Any extension would have to be discussed and negotiated provided that the total period spent on secondment does not

exceed five (5) years. In the event that the secondment and or any extension requested would keep the Senior Member away from the University for more than five (5) years (sixty (60) calendar months or ten (10) semesters) the Senior Member **would be required ASSUMED** to resign his position. **Failure to do so would amount to vacation of post.**

- f) A Senior Member whose request for secondment is refused but who proceeds on such secondment would be deemed to have vacated his post.
- g) All requests for secondment or extension of secondment must always allow or factor in a six (6) month notice period.

## **ARTICLE 26 – VACATION OF POST**

- a) Where a Senior Member, for some reason, is away from duty for more than ten (10) working days, the University may enquire into the reasons for the continuous absence and this may eventually result in the Technical University declaring the position of the Senior Member vacant from the date on which he left his post.
  - a. A member who has vacated his post would not be deemed to have given notice of his intention to leave the service of the Technical University.
- b) **If a Senior Member fails to return to the service of the Technical University after paid leave (Sabbatical, Study Leave or any other leave), he shall be deemed to be on leave without permission FROM WHAT DATE and subject to paragraph 17.1 above, his post shall be declared vacated.** He shall refund all expenditure incurred on him during such leave including cost of passages, University contributions towards maintenance of his social security benefits and other fees.

## **RE-ENTERING INTO SERVICE**

### **ARTICLE 27 – LEAVE AND UNIVERSITY ACCOMMODATION**

#### **27.1 Leave of Absence**

Entitled staff proceeding on Leave of absence may retain their University **ACCOMMODATION** ~~houses~~. Where the leave is for a period of more than

twelve (12) months, the staff shall surrender their **ACCOMMODATION houses** after a grace period of three (3) months.

## 27.2 Sabbatical Leave

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

## 27.3 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 may, 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. **NO MATTER THE PERIOD**

- a) The grace periods noted in section 27.3 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.

## **ARTICLE 28 – GROUP PERSONAL ACCIDENT POLICY**

The Technical University would take the above policy for officers who travel frequently to carry out official duties on behalf of the Technical University or whose duties involve risks or are hazardous in nature.

## **ARTICLE 29 – DEATH GRATUITY**

The appropriate pension and welfare schemes shall apply.

**NOTHING ON PENSION AND WELFARE SCHEME**

## **ARTICLE 30 – THE ILL-HEALTH PROCEDURE**

The ill-health procedure of the University is as follows:

- (i) When a Senior Member suffers from an illness which causes his absence from duty for a continuous period of seven days, then at the end of this period **OR WITHIN A REASONABLE PERIOD BUT NOT MORE THAN 7 DAYS** 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.  
**IF CONDITION DOES NOT INHIBIT STAFF TO PRODUCE REPORT, HOD SHOULD REPORT**
- (ii) If the report under **article 21.e** (i) above certifies that continued absence from duty is necessary, the Senior Member's services may be dispensed with by the University from discharging his duties without loss of salary for periods not exceeding twelve months altogether, i.e. six months on full pay and six months on half pay. Such periods will be reckoned as continuous from the date of granting the first dispensation. **IN COURSE OF EMPLOYMENT**
- (iii) In the event of illness of a Senior Member necessitating further absence from duty beyond the dispensation granted by the University under **article 21.e** (ii) above, the University Council may extend such dispensation on such terms as it deems fit.
- (iv) During any period of absence from duty on account of illness, a Senior Member is required to provide the Vice-Chancellor a report from a University Medical Officer or other registered Medical Practitioner at intervals of one month from the first report.
- (v) If a University Medical Board certifies the necessity of treatment outside Ghana for a Senior Member, and or child, the University will grant such passage and appropriate approved allowances as may be recommended by the Medical Board.
- (vi) During absence from duty on account of ill-health, a Senior Member's salary will be liable to deductions for the occupation of his residence and for any financial loan or installments thereof, due to the University.
- (vii) On the expiry of all dispensations from duty, the Vice-Chancellor shall refer him/her to the University Medical Board for advice.

## ARTICLE 31 – MEDICAL/OPTICAL AND DENTAL CARE

- a) A Senior Member, his spouse and children, while resident in Ghana, shall contribute to a health insurance scheme and receive free medical treatment.
- b) Subject to Government Policy, the Senior Member shall receive medical and dental attention from a University Medical Officer or a Medical Officer designated by the University free **OF** or charged.
- c) Medical and dental attention to be obtained on the specific prior written recommendation of a University Medical Officer or of a Medical Advisor to whom a Senior Member or a member of his family has been directed in advance by a University Medical Officer or a Medical Officer designated by the University, provided that:-
  - 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 authorize that a Senior Member be reimbursed the cost of medical or dental attention taken outside the scope of the condition contained in this paragraph.
  - iv. the University shall refund to only the Senior Member the cost of medical and dental appliances such as spectacles once every two (2) years and other medical and dental appliances such as, hearing aids, artificial limbs and dentures once in every three years. **GOVT**
  - 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.
- d) 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.
- e) 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.
- f) The application of this privilege to dependants should be restricted to spouse and children and the recommendation for medical treatment outside Ghana should be made by the Medical Board.

- g) When an employee of the University or spouse or child is referred for medical treatment outside Ghana, the University shall apply to government for funding.
- h) 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.
- i) If the Medical Board recommends in special circumstance that the patient should be accompanied by one of the persons designated in paragraph 21.4, 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 the patient.

## **ARTICLE 32 – MEDICAL CARE FOR PENSION/RETIRED STAFF**

The University shall provide free medical care for retired staff and spouse till death.

## **ARTICLE 33 – DEATH OF A SENIOR MEMBER**

### **33.1 Provision of Coffin or Shroud/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.

### **33.2 Housing for Dependants 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 for a period not exceeding nine (9) months.

### **33.3 Payment of Final Salary in the event of Death**

On the death of a Senior Member, ex-gratia equivalent to six (6) months' basic salary shall be paid to the registered spouse(s), children or next of kin.

## **ARTICLE 34 – RETIREMENT BENEFITS**

- a) Retirement benefits shall be regulated under the appropriate pension scheme.
- b) A Senior Member who retires compulsorily or voluntarily at age fifty-five (55) or more after at least fifteen (15) years' service shall be entitled to payment of *ex-gratia award (of a month's basic salary for every completed two (2) years of service)*.

## **ARTICLE 35 - EX-GRATIA AWARD**

On the death of Staff - Nine (9) months basic salary to be paid to spouse and children or next of kin on the death of an employee

On Retirement - i. On retirement of an employee, one (1) month basic salary shall be paid for every successful year of service.

ii. Employee qualifies only after a minimum of ten (10) Years continuous service.

iii. On attaining voluntary or compulsory retiring age and

## **ARTICLE 36 - DEBTS TO THE UNIVERSITY**

When a Senior Member 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 ascertain the total sum owed by the Senior Member 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 37 – EMPLOYEES RECORDS**

- a) The University shall keep scrupulous records on each Senior Member. Such records are to be housed at the Human Resource Directorate.
- b) The Senior Member may on application to the Registrar review the contents of the file kept on him.
- c) The Senior Member shall ensure that the file is updated annually with details such as changes in family circumstances, commendations, performance assessment records etc.

### **ARTICLE 38 - PRESS AND BROADCASTS**

- a) Disciplinary action shall be initiated 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 signature discusses any matter concerning the University in a manner calculated to undermine confidence in the University.
- b) No employee, unless specifically authorized, shall communicate either directly to the Press, or to any unauthorized person any information gained in the course of his official duty.

### **ARTICLE 39 - CERTIFICATE OF SERVICE**

A Senior Member who has left or is about to leave the service of the University shall be given a certificate of service.

**APPENDIX TO THE CONDITIONS OF SERVICE FOR SENIOR MEMBERS OF  
TECHNICAL UNIVERSITIES**

S/N	BENEFITS	ENTITLEMENT
1	<p><b>Annual Leave</b></p> <p>For the purpose of leave calculations, Saturdays, Sundays and Public Holidays shall be regarded by the University Council as non-working days.</p>	<p>i. Senior Members (Teaching) - vacation holidays</p> <p>ii. Senior Members (Administrative/Professional)-42 working days</p>
2	<p><b>Responsibility Allowance</b></p>	<p>Government approved rates to apply for entitled officers</p>
3	<p><b>Entertainment Allowance</b></p>	<p>Government approved rates to apply for entitled officers</p>
4	<p><b>Fuel Allowance</b></p>	<p>Government approved rates to apply for entitled officers</p>
5	<p><b>Vehicle Maintenance Allowance</b></p> <p>a. Bicycle -</p> <p>b. Motor cycle -</p> <p>c. Car -</p>	<p>Government approved rates shall apply</p>
6	<p><b>Vehicle Rehabilitation Loan</b></p>	<p>Four (4) month basic salary <b>REPAYMENT PERIOD</b></p>
7	<p><b>Mileage/Kilometric allowance</b></p> <p>a. Bicycle</p> <p>b. Motorcycle</p> <p>c. Car</p>	<p>Government rates shall apply</p>
8	<p><b>Risk Allowance</b></p>	<p>15% of basic salary upon recommendation of Head of Department</p>

9	<b>Acting/ Responsibility Allowance</b> Clerk Grade I/ analogous grade acting In the capacity of Administrative Assistant/ Junior Cashier	Government approved rates shall apply
10	<b>Extra Teaching Load Allowance (per hour)</b>	Council approved rate
11	<b>Extra Marking Allowance</b>	Council approved rate
12	<b>Invigilation Allowance</b>	Council approved rate
13	<b>Professional Allowance/Allowance in lieu of Professional Practice</b>	Government approved rates shall apply
14	<b>Departmental Duty Allowance</b>	Council approved rate
15	<b>Project Supervision Allowance</b>	Council approved rate
16	<b>Book and Research Allowance</b>	Government approved rates shall apply
17	<b>Sitting Allowance</b>	Council approved rate apply
18	<b>Off Campus Allowance</b>	Government approved rates shall apply
19	<b>Cashiers' Allowance</b>	15% of basic salary
20	<b>Night Subsistence Allowance</b>	Government approved rates shall apply  <b>Note:</b> Prior approval should be sought from the Vice-Chancellor if the 12 days are to be exceeded.
21	<b>Tools Allowance</b>	Government approved rates to apply

22	<b>Day Trip Allowance</b> Payable to employee on excursion, field Trip, and other town trips who return to base	Government rates shall apply
23	<b>Removal Allowance</b> a. On first appointment b. On proper completion of service c. On retrenchment d. On resignation with less than Five (5) years	Up to 20 cubic feet tons luggage (STC rate to be applied)  Removal expenses to be borne by employees
24	<b>Height Allowance</b> i. 30 – 45 metres ii. 46 – 60 metres iii. 61 – 75 metres iv. Every additional 15 metres	Government rates to apply
25	<b>Local Study Leave</b>	All institutional expenses to be borne by the University. Employee to draw his full salary
26	<b>Study Leave Book Grant</b>	The cost of relevant books certified by the training institution is to be borne by the University Council.
27	<b>Vehicle Loan</b> a. Vehicle Loan (Car) b. Motorcycle  c. Bicycle	Government rate subject to availability of funds  Up to 2x annual salary in line with government policy, subject to availability of funds. Where exigencies of work demand a Motorcycle, the loan should cover the actual cost.

	d. Car rehabilitation	Up to 2x annual salary in line with government policy subject to availability of funds.  The level subject to availability of funds
28	<b>Furniture Loan Alternating with Fridge Loan</b>	At negotiated rates
29	<b>Fridge Loan Alternating with Furniture Loan</b>	At negotiated rates
30	<b>Housing -Rent Advance</b>	Subject to availability of funds
31	<b>Staff Education Advance</b>	Subject to availability of funds
32	<b>Ex-Gratia Award - <i>On the death of the staff</i></b>	Nine (9) months' basic salary be paid to spouse and/or children on the death of staff
33	<b>Ex Gratia Award</b> On voluntary or compulsory retirement of an employee	One (1) month' Salary for every one (1) year of successful service  (Employee qualifies only after a minimum of ten (10) years of continuous service)
34	<b>Funeral Grant</b>	To be paid to staff for the loss of spouse/child and shall be determined by the University Council from time to time or Government rate.
35	<b>Provision of Coffin</b>	On the death of an employee the University Council shall provide a coffin/shroud or cash equivalent and transport to convey the dead

		body to the place of burial. The spouse and children, if any, shall be provided with appropriate transport to convey them to their home town in Ghana or be paid an appropriate transport allowance in lieu.
36	<b>Clothing Allowance</b>	10% of monthly basic salary

#### Sick Leave

Grade of Staff	Maximum Period on full Salary	Maximum Period on Half Salary
Employee with more than one year's continuous service	6 months	6 months. There may be a further review up to six (6) months on half salary by University Council
Employees with less than one (1) year's continuous service	2 months	2 months

#### Sick Leave as a result of Accident on the job

Grade of Staff	Maximum Period of Full salary	Maximum Period on Half Salary
Employee with more than one year's continuous service <b>LESS THAN ONE YEAR</b>	6 months	6 months

**SECTION B**  
**SENIOR STAFF AND JUNIOR STAFF CATEGORIES**

**ARTICLE 40 – PROBATIONARY SERVICE AND CONFIRMATION OF APPOINTMENT**

- a) A person appointed to an established post shall be on probation for one year after which he will become eligible for confirmation in his appointment subject to a report of satisfactory work and conduct from the Head of the Department concerned.
- b) 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.
- c) the Vice-Chancellor may, on the advice of the Registrar, reduce the probationary period of a member of staff by not more than three (3) months if he considers it necessary.

**ARTICLE 41 – PROMOTIONS**

- a) Promotion shall be made according to merit, satisfactory service and in accordance with the provisions of the Scheme of Service for staff of Technical Universities and subject to availability of vacancies.
- b) The Appointment and Promotions Board shall recommend the effective date of all promotions.
- c) A permanent employee shall be eligible for promotion after serving the minimum number of years as specified in the scheme of service subject to satisfactory service on a grade.
- d) Any adverse reports during assessment shall be shown to the employee concerned.
- e) Promotions in the University shall be in two categories:
  - i. General promotions based on establishment in the Academic/ Administrative units concerned and the Scheme of Service and Criteria for Promotion; and
  - ii. There shall be pool promotion of junior staff employees who become eligible for promotion but for whom there is no establishment.
- f) When there is a promotion test, no employee shall be promoted unless he has passed the test.
- g) 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 the salary scale.

#### **ARTICLE 42 – OFFICE HOURS**

An employee will normally be required to attend duty for not more than the statutory number of hours per each working week. For the avoidance of doubt, working hours shall be from 8.00 a.m. to 5.00 p.m every working day and the University reserves the right to change the working hours from time to time.

#### **ARTICLE 43 – OVERTIME**

- a) Notwithstanding 42 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 be determined by his Head of Department.
- b) 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 of work.
- c) Overtime payment for work done on Saturdays, Sundays and public Holidays shall be at the rate of double time. For overtime done on work-days the rate of payment shall be time and half.
- d) All grades of staff who have written requests by their Heads of Department to work more than one (1) 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.

#### **ARTICLE 44 – SALARIES**

- a) The salary scale appropriate to each post shall be as laid down in the existing Scheme of Service for staff of the Technical University.
- b) All employees shall draw their salaries from the date on which they assume duty.
- c) The point of entry of a newly appointed or promoted employee shall be determined by the UAPB.

#### **ARTICLE 45– ANNUAL INCREMENT**

- a) An employee's increment will be granted as an increase of pay to which an employee is entitled for efficient performance of duty.

## **ARTICLE 46 - ADVANCES**

### **46.1 Advances**

Regulations regarding the payment of advances to employees shall be made by the University from time to time.

### **46.2 Course Advance**

Course Advance may be granted to staff to cover cost of approved tuition and book fees to pursue relevant courses subject to the following conditions:

- i) The employee shall be on an approved course of study;
- ii) Availability of funds
- iii) Regulations governing the scheme shall be strictly adhered to.

### **46.3 Salary Advance**

An employee upon request shall be granted two (2) months' salary advance subject to availability of funds and shall be made to repay in twelve (12) months instalments.

### **46.4 Staff Education Advance**

An employee who proposes to write a recognized examination on application and subject to availability of funds, shall be given Staff Education Advance as stated in the appendix.

## **ARTICLE 47 - ALLOWANCES**

- a) 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.
- b) Travelling and Transport/Removal Allowance  
When an employee travels within Ghana by road or by rail;
  - i. On assumption of duty on first appointment, or on transfer or on retirement, an employee shall be provided with transport at rates applicable in the Universities.
  - ii. An employee travelling on duty or on recall from approved annual leave shall be paid transport allowance at rates laid down by the University from time to time.

- iii. On resignation, an employee with less than five (5) years continuous service shall not be entitled to Removal Allowance.
- iv. An employee whose appointment has been terminated on grounds of ill-health shall be paid transport allowance as if on retirement.

**47.1 Other Allowances**

Rates of other allowances are shown in the Appendix.

**ARTICLE 48 - GRANTS**

**48.1 Transfer Grant**

Three (3) months basic salary shall be paid to staff who had been transferred from one duty post to another duty post, usually out of the same town.

**48.2 Study Leave Book Grant**

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

**ARTICLE 49 - EX- GRATIA AWARDS**

On the death of Staff - Nine (9) months basic salary to be paid to spouse and children or next of kin on the death of an employee

On Retirement - i. On retirement of an employee, one (1) month basic salary shall be paid for every successful year of service.

iii. Employee qualifies only after a minimum of ten (10) Years continuous service.

iii. On attaining voluntary or compulsory retiring age and

iv. Dying in service

**ARTICLE 50 - LOANS**

**50.1 Vehicle Loan**

Government rate as stated in the Appendix.

### **50.2 Furniture Loan**

The University Council may grant a furniture loan under conditions in the Appendix.

### **50.3 Working Tools Loan**

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

## **ARTICLE 51 – GENERAL PROVISIONS**

- a) The holder of any office may be required to discharge duties required of him by the Vice Chancellor. He may be stationed wherever his services may be required.
- b) However, no employee who is an executive member of a Staff Association shall be transferred outside the main University campus without consultation with the Staff Association. Nonetheless, the final decision on transfer shall lie with the Vice-Chancellor.

## **ARTICLE 52 – ACCIDENT-FREE INCENTIVE**

- a) Motor Driver or Driver Mechanic on permanent establishment shall be paid Accident-Free incentive of two (2) months' basic salary after satisfying the following conditions:
  - (i) He has done two (2) year accident-free driving in the employment of the University
  - (ii) He has not been cautioned, charged or reprimanded by the University authorities or law enforcement agencies for any traffic offence.
  - (iii) His conduct has not caused any damages to a University vehicle.
  - (iv) He has not misconducted himself in the performance of his duties as a driver.
  - (v) Payment of the incentive shall be paid every two years (2), after assessment.
  - (vi) The term 'accident' 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 53 - LEAVE**

From time to time, the University grants leave of various types to employees who have become eligible for such leave. Leave is generally governed by conditions and schemes of service and unionized conditions of service. The University shall administer the following types of leave:

- a) Annual leave;
- b) Study leave with pay;
- c) Study leave without pay;
- d) Casual leave;
- e) Examination leave;
- f) Special leave;
- g) Leave of absence with pay;
- h) Leave of absence without pay;
- i) Sick leave;
- j) Maternity leave;
- k) Paternity Leave;
- l) Vacation leave;
- m) Secondment;
- n) Part-time study leaves; and
- o) Compassionate leave.

### **53.1 Annual Leave**

Annual Leave is earned. New employees qualify for leave after working for a minimum of six (6) months on a continuous basis. Earned leave is calculated for new members of staff on a pro-rata basis. Staff on permanent employment earn annual leave based on their rank/category. Annual leave shall be approved to take effect over a specified period.

- ii. Senior Staff - 42 working days
- iii. Junior Staff (Clerk I & above) - 34 working days
- iv. Junior Staff (Clerk II & below) - 32 working days
- v. Labourers, Cleaners, Apprentices etc. - 25 working days

All employees shall be granted leave as per the above, which shall not accumulate after every year without explicit written approval.

### 53.2 Study Leave with Pay

- a) An employee on permanent appointment in the University may apply for study leave with pay. Such a staff should meet the following conditions for eligibility:
  - i. Must apply for the facility;
  - ii. Must have worked continuously for three (3) years;
  - iii. Must submit an admission letter from an established institution of learning;
  - iv. The institution must be offering certificates recognized by the nation's accrediting agencies.
- b) Employees granted paid study leave cannot apply for paid maternity leave.
- c) Employees who proceed on study leave have to return to the service of the University for at least the number of approved years of studies plus one (1) year.
- d) Study leave awardees who fail to return to post after the study leave shall be sanctioned for the investment in them and the accompanying loss of teaching, research or administrative time from the staff.
- e) The losses occasioned by a staff member's failure to return from study leave shall be deducted outright from any benefits accruing to those who resign or vacate posts after study leave. Legal means may be used to recover any funds from study leave defaulters.
- f) A staff granted study leave with pay must complete a bond form.

### 53.3 Study Leave Without Pay

A staff in permanent employment may apply to be considered for study leave without pay based on any or a combination of the following conditions:

- i. When the application for leave with pay is unsuccessful;
- ii. When the applicant has not served the minimum three (3) years waiting period but feels that the admission cannot be deferred or missed;
- iii. When the applicant feels that the benefits from early graduation far outweighs the benefits from an approved study leave with pay option;

- iv. When the Unit Head's assessment shows that the applicant's absence would not adversely affect the functions of the Department;
  - v. When the applicant seeks to pursue a programme that is not approved by the University or does not relate to the duties of the applicant as a staff.
- g) In making an application for extension of study leave (with/without pay), the employee concerned should observe the following:
- i. Serve at least three months' notice; and
  - ii. State, with confirmation from the supervisor, 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 work is expected to be finished.

#### 53.4 **Casual Leave**

- a) Casual leave is permission granted to a member of staff to solve an urgent personal problem outside the programmed leave roster.
- b) Casual leave may be granted to a member of staff on as many occasions as the member of staff makes a good case for them.
- c) A request for casual leave may be doubted, however, the leave may be approved to be deducted from earned or future earned leaves.
- d) Heads of Department who approve casual leaves shall inform the Registrar about the approval so given, following the laid-down channels of communication.
- e) In all cases, applicants shall apply stating the urgent problem and the time, and number of days needed to solve the problem.
- f) Where practicable, a written approval shall be obtained by the applicant before embarking on the casual leave.
- g) Casual leave shall be deducted from Annual Leave.

### 53.5 Examination Leave

- a) Staff may also take Examination Leave to write approved examinations as part of professional development. The applicant may submit the following particulars:
  - i. The index number for the examination;
  - ii. Time table of the examination;
  - iii. The centre for the examination;
  - iv. Institution responsible for the examination; and
  - v. Programme of study.
- b) The candidate may be given a maximum of four (4) working days in addition to the number of days required for the actual examination as provided in the examination time table and this shall not be deducted from the annual leave.

### 53.6 Compassionate Leave

Compassionate leave may be given to staff in cases of:

- a. Personal grief – death of close relatives or associates;
- b. Motor accident involving staff or relative;
- c. Fire accident or sickness involving close relatives; and
- d. Natural disaster such as flooding or bush fires or earthquake.

### 53.7 Leave of Absence

Subject to the exigencies of a department, leave of absence may be granted, on application, for an approved purpose.

- a) 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.
- b) If, in the judgment of the Vice-Chancellor, on the advice of a Dean or the Registrar, the granting of leave of absence and/or its extension is not in the best interest of the University, it shall be denied.
- c) While an employee is on leave of absence, the general University regulations on housing and other perquisites shall apply to him.
- d) An employee who is granted leave of absence may, subject to the terms of the grant, resign/retire by giving at least three (3) months' notice. The

resignation/retirement shall take effect from the date the leave was granted.

- e) An employee who is 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.
- f) An employee who does not return directly to the service of the University after the leave shall be deemed to have vacated post, unless he had resigned/retired in accordance with these regulations and the letter of grant.
- g) An employee on leave of absence shall not receive the basic salary from the University.

#### **53.8 Sick leave**

- a. This is leave granted to an employee for the purposes of seeking medical attention from an approved medical facility
- b. An employee shall produce medical report approve by the University's Health Director.

#### **53.9 Maternity Leave**

- a) Maternity leave is leave approved for pregnant female employees to nurture their pregnancy and the new-born child for a period as prescribed by the Labour Law.
- b) An applicant for maternity leave would normally be expected to submit a letter from a medical officer advising when to start the maternity leave.
- c) The approving officer shall as much as possible be guided by the expert advice of the medical officer.
- d) The applicant may, however, apply to take six (6) weeks of her maternity leave before confinement if she is of the opinion that her health and that of the unborn baby may be affected by continued exertion at the work place.
- e) A woman on maternity leave may be granted maternity leave extension when she presents a medical certificate that she is not fit enough to resume duty upon examination.

- f) When a woman obtains advice from a medical officer on when to start her confinement and deliberately conceals it and produces it after delivery, the effective date shall be calculated from the date on the medical certificate.
- g) The period of approved maternity leave shall count as continuous service to beneficiaries.
- h) Women returning from approved maternity leave are entitled to a half-day facility to end on the first anniversary of the birth of the child. Potential beneficiaries shall apply and obtain approval to that effect.
- i) Employees on maternity leave do not qualify for study leave with pay.

### **53.10 Paternity Leave**

A male member of staff may be granted a period of absence for fifteen 15 working days from work to father after or shortly before the birth of his child.

### **53.11 Vacation Leave**

For the avoidance of doubt, Instructors/Technicians (teaching) shall enjoy their annual leave whenever University students are on holidays.

### **14.13 Part-Time Study Leave**

- a) Senior and Junior Staff may be granted part-time Study Leave on application.  
Since the programme would be on part-time basis, the applicant and his Head of Department would be required to ensure that his schedule of work is not interfered with.
- b) Leave granted under the terms of part-time study programmes shall not affect the eligibility of Senior Staff for Sabbatical Leave.
- c) An applicant wishing to pursue a programme of study not directly related to his discipline may be considered for leave under the terms governing leave of absence without pay.

## **ARTICLE 54 – 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 Part XV of the Labour Act of 2003 (Act 651).

## **ARTICLE 55 – COMPENSATION FOR INJURY**

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

## **ARTICLE 56 – THE ILL-HEALTH PROCEDURE**

The ill-health procedure of the University is as follows:

- (viii) When a Senior Member suffers from an illness which causes his 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.
- (ix) If the report under **article 21.e** (i) above certifies that continued absence from duty is necessary, the Senior Member’s services may be dispensed with by the University from discharging his duties without loss of salary for periods not exceeding twelve months altogether, i.e. six months on full pay and six months on half pay. Such periods will be reckoned as continuous from the date of granting the first dispensation.
- (x) In the event of illness of a Senior Member necessitating further absence from duty beyond the dispensation granted by the University under **article 21.e** (ii) above, the University Council may extend such dispensation on such terms as it deems fit.
- (xi) During any period of absence from duty on account of illness, a Senior Member is required to provide the Vice-Chancellor a report from a University Medical Officer or other registered Medical Practitioner at intervals of one month from the first report.

- (xii) If a University Medical Board certifies the necessity of treatment outside Ghana for a Senior Member, and or child, the University will grant such passage and appropriate approved allowances as may be recommended by the Medical Board.
- (xiii) During absence from duty on account of ill-health, a Senior Member's salary will be liable to deductions for the occupation of his residence and for any financial loan or installments thereof, due to the University.
- (xiv) On the expiry of all dispensations from duty, the Vice-Chancellor shall refer him/her to the University Medical Board for advice.

#### **ARTICLE 57 - MEDICAL/ OPTICAL/ DENTAL CARE**

- a) An employee, his spouse and children, while resident in Ghana, shall contribute to a health insurance scheme and be given Medical free treatment by the University.
- b) Subject to Government Policy, the employee shall receive medical and dental attention from a University Medical Officer or a Medical Officer designated by the University free or charged.
- c) Medical, Optical and dental attention to be obtained on the specific prior written recommendation of a University Medical Officer or of a Medical Advisor to whom an employee or a member of his family has been directed in advance by a University Medical Officer or a Medical Officer designated by the University, provided that:-
  - 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 authorize that an employee shall be reimbursed the cost of medical, optical or dental attention taken outside the scope of the condition contained in this paragraph
  - iv. the University shall refund to only an employee the cost of medical and dental appliances such as spectacles once every two (2) years and other

medical, optical and dental appliances such as, hearing aids, artificial limbs and dentures once in every three years

- v. in cases of chronic ill-health, financial responsibility in respect of the spouse or children of an employee will be determined by the University Council.
- d) 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.
- e) 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.
- f) The application of this privilege to dependents should be restricted to spouse and children and the recommendation for medical treatment outside Ghana should be made by the Medical Board.
- g) When an employee of the University or spouse or child is referred for medical treatment outside Ghana, the University shall apply to government for funding.
- h) 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.
- i) If the Medical Board recommends in special circumstance that the patient should be accompanied by one of the persons designated in paragraph e and h 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 the patient.

#### **57.1 Medical Optical and Dental Care for Pension/Retired Staff**

The University shall provide free medical care for retired staff and registered spouse till death.

### **ARTICLE 58 – UNIFORMS**

- a) 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 as and when necessary.

- b) Employees shall be responsible for the maintenance of the uniforms in good conditions.
- c) An employee may be surcharged with the cost of replacement of any uniform or protective device in his charge which has become unserviceable through neglect, lack of care or willful damage on his part.

#### **ARTICLE 59 - HOUSING**

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

#### **ARTICLE 60 - SOCIAL SECURITY AND INSURANCE SCHEME**

All junior and senior staff including temporary appointees below the age of fifty-five (55) shall join the National Pension Scheme under the National Pensions Act of 2008 (Act 766).

#### **ARTICLE 61 - DR. HILLA LIMANN TECHNICAL UNIVERSITY PROVIDENT FUND SCHEME**

The University Council may establish a Provident Fund Scheme which every permanent member of staff may join subject to rules governing its operations and any applicable scheme that may be approved by the University Council.

#### **ARTICLE 62 - ADDITIONAL BENEFITS APPROVED BY THE UNIVERSITY**

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

#### **ARTICLE 63 - DISTINGUISHED SERVICE**

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

## **ARTICLE 64 – MISCONDUCT**

- a) Any act of misconduct or negligence on the part of an employee is an offence which may render him liable to disciplinary action. In particular, the contravention of or failure to observe staff regulations or other instructions without reasonable cause shall be regarded as an offence.
- b) 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 the view to obtaining consideration for appointment, transfer or promotion.
- c) No member of staff shall have a personal interest in any business transaction with the University.
- d) No employee shall receive gifts given with a view to influencing his official conduct or as a reward for official action.
- e) No employee shall employ, for private purposes, the services 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.
- f) No employee shall, in his personal capacity receive any payment from University funds on behalf of, or as an agent for any member of the public, except with the prior approval of the Vice-Chancellor.
- g) 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.
- h) It shall be an offence for an employee to receive any money from the University to which he is not entitled.

### **64.1 Employee and Private Business**

No employee shall at any time engage in private business during working hours, unless otherwise approved by the Vice Chancellor.

### **64.2 Absence without Permission**

- a) No employee may leave his 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 from work without permission.

- c) An employee who absents himself from duty on grounds of ill-health without being certified by a 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 post.

#### **64.3 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.

#### **64.4 Press and Broadcasts**

- a) Disciplinary action shall be initiated 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 when proven, or who in any publication bearing his signature discusses any matter concerning the University in a manner calculated to undermine confidence in the University.
- c) No employee, unless specifically authorized, shall communicate either directly to the Press, or to any unauthorized person any information gained in the course of his official duty.

### **ARTICLE 65 - PENALTIES**

#### **65.1 Degrees of Penalties**

The following are the penalties that may be imposed in disciplinary proceedings in respect of misconduct or unsatisfactory service subject to the Statutes of the University.

- a) Warning or reprimand;
- b) Withholding of salary;
- c) Withholding of promotion;
- d) Forfeiture of pay for a stated period;

- e) Suspension from duty without pay for a period of time.
- f) Reduction in rank or grade;
- g) Interdiction;
- h) Dismissal without notice;
- i) Termination of appointment.

## 65.2 **Warning and Reprimand**

- a) A Head of Department shall query in writing, an employee whose work or conduct he has reason to be dissatisfied with. If the explanation is considered satisfactory, no further action shall be taken. If it is not considered satisfactory, a decision shall be recorded in writing against him.
- b) If any employee is queried and a decision recorded against him in writing, a copy each of the query and written decision shall be forwarded to the Registrar for the employee's file.
- 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.
- 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. For the avoidance of doubt, disciplinary action should be taken after two warnings.
- e) An employee who commits a minor offence may be queried and warned orally.

## 65.3 **Withholding of Salary**

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

#### **65.4 Restoration of Withheld Salary**

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

#### **65.5 Stopped salary**

If the salary is not restored after three months, it will be treated as stopped in which case the next salary shall not be paid until it is earned. An employee whose salary is stopped loses the amount of salary which he/she would have drawn for a period which it was stopped.

#### **65.6 Suspension from duty**

- a) Wherever in the opinion of a Head of Department, misconduct which is of such a nature as to warrant suspension 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 fourteen (14) days. The employee, if so suspended, shall be forbidden to carry out his duties or visit his place of work without the express permission of the Registrar.
- b) When an employee has been suspended, he shall be called upon to hand over any Uniforms, Accounts Books and Records, and any property of the University in his charge to such other employees as the Head of Department shall order and he shall be deprived of his salary for that period.
- c) Notice of suspension shall be conveyed in writing to the employee concerned by the Registrar.

#### **65.7 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.

#### **65.8 Interdiction**

- a) Where an employee has been charged with a criminal offence whether or not it is connected with the University, the employee shall be interdicted from his duties forthwith for six (6) months subject to renewal.
- 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 office, the staff shall be interdicted from the exercise 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 charge to any such person as the Head of Department shall order and he shall be forbidden to carry out his duties or visit his place of work except with written permission.
- e) An employee who is interdicted shall receive two-thirds of his/her salary, but shall not be paid any of the approved allowances to which he 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 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 may be dismissed, in which case, he shall not subsequently receive any part of any short payment of his salary notwithstanding that he/she may have been found not guilty of some of the charges.

#### 65.9 Termination of appointment

- a) **All Staff (other than monthly-rated Employees)**
  - i. An employee whose appointment is confirmed may have it terminated by the University on the grounds of misconduct or general inefficiency provided that he had previously been warned in writing by his Head of Department that his 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 has gone through the full disciplinary process.

- iii. A confirmed employee whose appointment is terminated on fairground shall be given one (1) calendar months' notice or one (1) month's pay in lieu of notice at any time as well as any leave due to him. He shall be allowed to continue to stay in University premises for a period not exceeding one (1) month and be paid appropriate transport allowance to his hometown.
- 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/she shall receive one (1) calendar months' notice or one (1) month's pay in lieu of notice. In addition, he will be granted his earned leave, and be paid the appropriate transport allowance to his home town.
- v. An employee who terminates his appointment by resignation shall be required to give three (3) months' notice or pay three (3) month's salary in lieu of notice. He shall also be required to vacate University premises immediately or at the expiry of his notice.

**b) Monthly-rated Employees**

- i. The employment of a monthly-rated employee with less than one (1) years' service may be terminated on either side, giving one (1) months' notice.
- ii. Where an employee has been in the continuous service of the University for a period of not less than one (1) year, his employment may be terminated by one (1) months' notice on either side.
- iii. In the case of a monthly-rated employee who is summarily dismissed for disciplinary reasons, shall not be entitled to notice or pay in lieu of notice and shall forfeit his paid leave entitlement or any proportion thereof.

**65.10 Dismissal**

- a) Failure to disclose any previous conviction for a criminal offence will lead to summary dismissal. An employee who has falsified or who falsifies testimonials or personal records will also be summarily dismissed.
- b) An employee of the University shall be summarily dismissed if he corruptly accepts or obtains, or causes any person to accept, or attempts to obtain, from any persons, for himself or for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do any act in relation to

the University's affairs or business or for showing or forbearing to show favour or 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 or against the University in any matter.
- d) An employee who is confirmed in his appointment may be dismissed by the University Council for misconduct but no such employee shall be so dismissed, until he has gone through the full disciplinary process.
- e) An employee convicted for a criminal charge shall not receive any emoluments for the period following the date of his conviction. In the event of an acquittal on appeal, all the emoluments withheld shall be restored to the employee concerned.
- f) Upon conviction of an employee on a criminal charge, the employee shall be dismissed or have his appointment terminated with effect from the date on which he 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 concerned is officially notified that he has been dismissed.
- h) An employee dismissed for misconduct shall vacate University premises within three months of dismissal. He will not be entitled to any transport allowance; he may, however, be advanced transportation expenses against his entitlements, if any.

**NOTE: All the penalties prescribed above shall only take effect after an employee has gone through the due disciplinary process set out in the University.**

## **ARTICLE 66 – APPEALS**

An employee who is aggrieved by a penalty imposed on him or by a decision relating to his appointment or promotion may submit a written petition. A petition shall be subject to the established grievance procedure of the University.

## **ARTICLE 67 – GRIEVANCE PROCEDURE**

- a) In the event of any grievance, the employee should, as a first step take up the matter with his Sectional Head.

- b) If any employee is dissatisfied with the Sectional Head's decision, he shall appeal to the Head of Department.
- c) If the grievance remains unresolved, the aggrieved employee shall have the right to appeal to the University Registrar.
- d) After step "C" if the grievance still remains unresolved, the employee shall have the right to appeal to the Vice-Chancellor.
- e) If no satisfactory redress is achieved, the employee may take up the matter with the Appeals Board of the University.

## **ARTICLE 68 - LEAVING THE SERVICE OF THE UNIVERSITY**

### **68.1 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 except in the case of staff in the Instructor/Technician grades who shall be required to give three (3) month basic 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 University premises immediately or at the expiry of his notice.
- b) The Registrar shall then formally write to the employee accepting his resignation or otherwise. If the resignation is accepted, the Registrar shall inform the University's Director of Finance 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 resignation is accepted or fails to give the required notice will be regarded as having severed his connection with the University on the date on which he ceases to attend duty and will not be granted leave or any other allowance.

### **68.2 Retirement of Staff**

An employee of the University shall retire from the service of the University at the end of the academic year in which he attains the prescribed retiring age.

The following rules shall apply:

- i. All members of staff shall retire at the age of 60; they shall be notified in advance of the impending retirement.
- ii. Members of staff may retire voluntarily from the age of 55 with appropriate retiring benefits.
- iii. A retired employee shall be allowed to stay in University accommodation for a period not exceeding three (3) months in which case he will pay the normal rent.

### **68.3 Retrenchment – Severance Pay**

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

## **ARTICLE 69 – DEATH OF SPOUSE/CHILD**

In the event of the death of a spouse or child of an employee, the University shall donate an amount of money as stated in the Appendix, to the bereaved officer.

## **ARTICLE 70 – DEATH OF AN EMPLOYEE**

### **70.1 Provision of coffin/shroud**

On the death of an employee, the University shall provide a coffin/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 home town in Ghana or paid an appropriate removal allowance in lieu.

### **70.2 Housing for Deceased Employee’s Dependents**

In the event of death of an employee, 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 (6) 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.

**70.3 Payment of final Salary in the event of Death**

The salary payment due to an employee shall cease at the end of the month in which he dies; such payment and other benefits which have accrued to the deceased employee shall be made to the next of kin or in its absence, spouse/children.

**ARTICLE 71 – DEBTS TO THE UNIVERSITY**

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

**ARTICLE 72 – CERTIFICATE OF SERVICE**

- a) 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.
- b) An employee retiring from the service of the University shall be given a certificate of service.

**ARTICLE 73 – RESPONSIBILITIES OF PARTIES TO THE AGREEMENT**

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

Dated this ..... day of .....

For and on Behalf Of Employer      For and on Behalf of the Staff Associations

Director General – GTEC: .....

TUTAG: .....

TUAAG: .....

TUWAG: .....

**APPENDIX TO CONDITONS OF SERVICE FOR JUNIOR AND SENIOR  
STAFF OF CAPE COAST TECHNICAL UNIVERSITY**

S/N	BENEFITS	ENTITLE MENT
1	<p><b>Annual Leave</b> For the purpose of leave calculations, Saturdays, Sundays and Public Holidays shall be regarded by the University Council as non-working days.</p> <p>i. Monthly rated employees Technical Apprentices and equivalent</p> <p>ii. Staff status of Senior Typist Grades I &amp; II Clerk Grade II &amp; III and Analogous grades</p> <p>iii. Staff of status of Senior Clerk, Grade I and analogous grades</p> <p>iv. Senior Staff -</p>	<p>25 working days</p> <p>32 working days</p> <p>35 working days</p> <p>42 working days</p>
2	<p><b>Vehicle Maintenance Allowance</b></p> <p>a. Bicycle</p> <p>b. Motorcycle</p> <p>c. Car</p>	<p>Government rates shall apply</p> <p>Government rates shall apply</p> <p>Government rates shall apply</p>
3	<p><b>Vehicle Rehabilitation Loan</b></p>	<p>Four (4) month basic salary repayable in two years</p>

4	<b>Mileage/Kilometres Allowance</b> i. Bicycle - ii. Motorcycle - iii. Car -	Council approved rate shall apply
5	<b>Risk Allowance</b>	15% of basic salary upon by the Vice-Chancellor
6	<b>Acting/Responsibility Allowance</b>	Government rates shall apply
7	<b>Cashier's allowance</b>	15% of basic salary
8	<b>Night Subsistence Allowance</b>	Council Approved Rate
9	<b>Tools Allowance</b>	Council Approved Rate
10	<b>Day Trip Allowance</b> Payable to employee on excursion, field Trip, and other town trips who Return to base	Council Approved Rate
11	<b>Removal Allowance</b> a. On first appointment b. On proper completion of service - c. On retrenchment - d. On resignation with less than five years' service	Up to 15 cubic feet tons luggage (STC) rate to be applied Up to 20 cubic feet tons luggage (STC rate to be applied) Up to 20 cubic feet tons luggage (STC rate to be applied) Removal expenses to be borne by employees
12	<b>Height Allowance</b>	

	<ul style="list-style-type: none"> <li>i. 30 metres</li> <li>ii. - 45 metres</li> <li>iii. 46 – 60 metres</li> <li>iv. 61 – 75 metres</li> <li>iv. Every additional 15 metres</li> </ul>	Council Approved Rate
13	<p><b>Overtime Allowance</b> All grades of staff who are requested by Heads of Departments to work more than one (1) hour a day beyond the prescribed minimum working hours shall be entitled to overtime (applicable to only Junior Staff)</p>	Overtime payments in any one month shall not exceed 75% of an employee's salary.
14	<b>Local Study Leave</b>	As indicated in the letter granting the study leave
15	<b>Study Leave Book Grant</b>	Council Approved Rate
17	<p><b>Vehicle Loan</b></p> <ul style="list-style-type: none"> <li>a. Vehicle Loan (Car)</li> <li>b. Motorcycle</li> <li>c. Bicycle</li> <li>d. Car rehabilitation loan</li> </ul>	Council Approved Rate
18	<b>Furniture Alternating with Fridge Loan</b>	Council Approved Rate
19	<b>Fridge Alternating with Furniture Loan</b>	Council Approved Rate
20	<b>Accident Free Incentive</b>	Three (3) months' salary for every three (3) years of accident free driving.
20	<b>Housing – Rent Advance</b>	Council Approved Rate

21	<b>Staff Education Allowance</b>	Subject to availability of funds
22	<b>Ex-Gratia Award on death of the staff</b>	Nine (9) months' basic salary to be paid to spouse and/or children on the death of staff
23	<b>Ex-Gratia Award</b>	<p>On Retirement -</p> <ul style="list-style-type: none"> <li>i. On retirement of an employee, one (1) month basic salary shall be paid for every successful year of service.</li> <li>ii. Employee qualifies only after a minimum of ten (10) Years continuous service and</li> <li>iii. On attaining voluntary or compulsory retiring age or,</li> <li>iv. Dying in service.</li> </ul>
24	<b>Funeral Grants</b>	To be paid to staff for the loss of spouse/child and shall be determined by the University Council from time to time.

On the death of an employee, the University shall provide a coffin/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 home town in Ghana or paid an appropriate removal allowance in lieu.

### Sick Leave

Grade of Staff	Maximum Period on full Salary	Maximum Period on Half Salary
Employee with more than one year's continuous service	6 months	6 months. There may be a further review up to six (6) months on half salary by University Council
Employees with less than one (1) year's continuous service	2 months	2 months

**Sick Leave as a result of Accident on the job**

Grade of Staff	Maximum Period of Full salary	Maximum Period on Half Salary
Employee with more than one year's continuous service <b>LESS THAN ONE YEAR</b>	6 months	6 months

**APPENDIX TO THE CONDITIONS OF SERVICE FOR SENIOR MEMBERS OF TECHNICAL UNIVERSITIES**

S/N	BENEFITS	ENTITLEMENT
1	<b>Annual Leave</b> For the purpose of leave calculations, Saturdays, Sundays and Public Holidays shall be regarded by the University Council as non-working days.	ii. Senior Members (Teaching) - vacation holidays iv. Senior Members (Administrative/Professional)-42 working days
2	<b>Fuel Allowance</b>	Government approved rates to apply for entitled officers
3	<b>Vehicle Maintenance Allowance</b> d. Bicycle - e. Motor cycle -	Government approved rates shall apply

	f. Car -	
4	<b>Vehicle Rehabilitation Loan</b>	Four (4) month basic salary
5	<b>Mileage/Kilometric allowance</b> d. Bicycle e. Motorcycle f. Car	Government rates shall apply
6	<b>Risk Allowance</b>	15% of basic salary upon recommendation of Head of Department
7	<b>Invigilation Allowance</b>	Government approved rates shall apply
8	<b>Professional Allowance/Allowance in lieu of Professional Practice</b>	Government approved rates shall apply
9	<b>Departmental Duty Allowance</b>	Government approved rates shall apply
10	<b>Sitting Allowance</b>	Government approved rates shall apply
11	<b>Night Subsistence Allowance</b>	Government approved rates shall apply  <b>Note:</b> Prior approval should be sought from the Vice-Chancellor if the 12 days are to be exceeded.
12	<b>Tools Allowance</b>	Government approved rates to apply
13	<b>Day Trip Allowance</b> Payable to employee on excursion, field Trip, and other town trips who return to base	Government rates shall apply

<p><b>14</b></p>	<p><b>Removal Allowance</b>  e. On first appointment  f. On proper completion of service  g. On retrenchment  h. On resignation with less than Five (5) years</p>	<p>Up to 20 cubic feet tons luggage (STC rate to be applied)</p> <p>Removal expenses to be borne by employees</p>
<p><b>15</b></p>	<p><b>Height Allowance</b>  v. 30 – 45 metres  vi. 46 – 60 metres  vii. 61 – 75 metres  viii. Every additional 15 metres</p>	<p>Government rates to apply</p>
<p><b>16</b></p>	<p><b>Local Study Leave</b></p>	<p>All institutional expenses to be borne by the University. Employee to draw his full salary</p>
<p><b>17</b></p>	<p><b>Study Leave Book Grant</b></p>	<p>The cost of relevant books certified by the training institution is to be borne by the University Council.</p>
<p><b>18</b></p>	<p><b>Vehicle Loan</b>  e. Vehicle Loan (Car)  f. Motorcycle    g. Bicycle    h. Car rehabilitation</p>	<p>Government rate subject to availability of funds</p> <p>Up to 2x annual salary in line with government policy, subject to availability of funds. Where exigencies of work demand a Motorcycle, the loan should cover the actual cost.</p> <p>Up to 2x annual salary in line with government policy subject to availability of funds.</p> <p>The level subject to availability of</p>

		funds
19	<b>Furniture Loan Alternating with Fridge Loan</b>	At negotiated rates
20	<b>Fridge Loan Alternating with Furniture Loan</b>	At negotiated rates
21	<b>Housing -Rent Advance</b>	Subject to availability of funds
22	<b>Staff Education Advance</b>	Subject to availability of funds
23	<b>Ex-Gratia Award - <i>On the death of the staff</i></b>	Nine (9) months' basic salary be paid to spouse and/or children on the death of staff
24	<b>Ex Gratia Award</b> On voluntary or compulsory retirement of an employee	One (1) month' Salary for every one (1) year of successful service  (Employee qualifies only after a minimum of ten (10) years of continuous service)
25	<b>Funeral Grant</b>	To be paid to staff for the loss of spouse/child and shall be determined by the University Council from time to time or Government rate.
26	<b>Provision of Coffin</b>	On the death of an employee the University Council shall provide a coffin/shroud or cash equivalent and transport to convey the dead body to the place of burial. The spouse and children, if any, shall be provided with appropriate transport to convey them to their home town in Ghana or be paid an appropriate transport allowance in lieu.

27	<b>Clothing Allowance</b>	10% of monthly basic salary
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**Sick Leave**

<b>Grade of Staff</b>	<b>Maximum Period on full Salary</b>	<b>Maximum Period on Half Salary</b>
Employee with more than one year's continuous service	6 months	6 months. There may be a further review up to six (6) months on half salary by University Council
Employees with less than one (1) year's continuous service	2 months	2 months

**Sick Leave as a result of Accident on the job**

<b>Grade of Staff</b>	<b>Maximum Period of Full salary</b>	<b>Maximum Period on Half Salary</b>
Employee with more than one year's continuous service	6 months	6 months

