



**ACCRA
TECHNICAL
UNIVERSITY**

**CONDITIONS OF SERVICE FOR SENIOR MEMBERS
OF ACCRA TECHNICAL UNIVERSITY POLICY**

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SUMMARY DETAILS TABLE

Version	1.0
Short description	The conditions of service for Senior Members of Accra Technical University (ATU)
Relevant to	All Senior Members of the University
Issuing Authority (Approved by)	These Guidelines have been approved by the Governing Council of ATU
Responsible Officer	Vice-Chancellor
Responsible office	Vice-Chancellors Office
Related Accra Technical University documents	Accra Technical University Statutes 2018
Related legislation	Technical Universities Act, 2016 (Act 922) as amended Draft Unified Conditions of Service for Technical Universities 2020 Harmonised Conditions of Service for Technical Universities (SM) revised National TEWU conditions of Service Labour Act 2003, Act 651
Key words	Senior Members, Appointment, Promotion

DEFINITION OF TERMS

Term	Definition
SSNIT	Social Security and National Insurance Trust
GUSSS	Ghana University Senior Staff Superannuation Scheme
PCSM	Physically Challenged Senior Member
HOD	Head of Department
GTEC	Ghana Tertiary Education Commission
SM	Senior Members
RAPRC	Registry Appointments and Promotions Review Committee
HRODD	Human Resource and Organisational Development Directorate
UAPB	Administration Appointments and Promotions Committee
FAPC	Faculty Appointments and Promotions Committee

INTRODUCTION

This document presents the Conditions of Service for Senior Members of Accra Technical University (ATU). It is intended to motivate staff to do their best in the carrying out their duties and also to enhance their performance. The document also outlines the various benefits that Senior Members are entitled to.

1.0 APPOINTMENTS

1.1 Appointment Procedures

- a) The appointment, promotion, transfer, dismissal and disciplinary controls of all employees are vested in the Vice-Chancellor acting on behalf of the University Council.
- b) To be eligible for appointment, a candidate must have the requisite qualifications and experience as laid down from time to time in the Scheme of Service for Staff of Technical Universities.
- c) Vacancies shall normally be advertised.
- d) An applicant seeking employment at Accra Technical University must state:
 - i. His age;
 - ii. His home town;
 - iii. whether he has previously been employed
 - iv. whether he has ever been convicted of a criminal offence;
 - v. the name of spouse if ever married;
 - vi. the name and address of next of kin;
- e) All staff appointments shall be made through an interview conducted by a properly constituted Appointments Committee.
- f) All new employees shall be medically examined and passed as fit for work by a registered Medical Officer.
- g) The following procedure shall be followed in the appointment of members of staff:
 - i. Open advertisement of vacancy in line with Scheme of Service for Staff of Technical Universities.
 - ii. Shortlisting of applicants by Departmental Board upon receipt of applications.
 - iii. Verification of shortlisted applications by Faculty Appointments

- and Promotions Committee (FAPC) or Administration Appointments and Promotions Committee (AAPC).
- iv. Submission of shortlisted applications with written recommendations to the Registrar for onward submission to the University Appointments and Promotions Board (UAPB).
 - v. Invitation for Interview.
 - vi. Selection of Suitable Candidates.
 - vii. A formal offer of appointment shall be issued stating clearly the terms and conditions of the appointment.
 - viii. Personal record files shall be created at the Directorate of Human Resource and Organisational Development for all new employees which shall be regularly updated.
 - ix. All employees shall complete a personal records form on assumption of duty.

1.1.1 Procedure for Appointing Non-Teaching Staff

- 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.
- 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 University.
- c) Vacancies shall normally be advertised.
- d) An applicant seeking employment to Accra Technical University must state the following in a completed application form for appointment:
 - i. Name in Full
 - ii. Addresses (postal, email, etc.)

- iii. Date of Birth;
 - iv. Home Town;
 - v. Name of spouse (if married);
 - vi. Name and address of Next of Kin;
 - vii. Education and Qualifications;
 - viii. Previous employment
 - ix. Criminal conviction (if any);
 - x. Other information relevant to the position being sought
- e) All staff appointments shall be made through an interview conducted by a properly constituted Appointments Committee.
- f) All new employees shall be medically examined and passed as fit for work by a registered Medical Officer.
- g) The following procedure will be followed in the appointment of Senior members of staff:
- i. Open advertisement of vacancy in line with the Scheme of Service for Staff of Accra Technical University.
 - ii. Shortlisting of applicants by Heads of Department upon receipt of applications.
 - iii. Verification of shortlisted applications by Registry Appointments and Promotions Review Committee (RAPRC)
 - iv. Submission of shortlisted applications with written recommendations to the Registrar for onward submission to the University Appointments and Promotions Board (UAPB).
 - v. Invite shortlisted applicants for interview
 - vi. Selection of suitable candidates.
- h) A formal offer of appointment shall be issued stating clearly the terms and conditions of the appointment.
- i) Personal record files shall be created at the Human Resource Di-

rectorate for all new employees which shall be regularly updated.

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

1.2 Effective Date of Appointment

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

1.3 Temporary Appointment

a) In the case of temporary staff, the length of appointment shall not exceed three (3) months for Administrative and Professional staff and one semester for Academic staff. But to be renewed upon satisfactory recommended for additional 3 months. In the case of staff employed for specific assignment, the duration of the appointment shall not exceed the duration of the assignment.

b) Temporary employees shall be paid a monthly salary.

c) The University shall pay SSNIT contributions for all temporary employees.

d) A temporary employee who has been engaged and who has worked satisfactorily for six (6) consecutive months may be recommended by the Head of Department/Directorate/Unit concerned for permanent appointment subject to availability of clearance. Such an appointee shall be required to serve a probationary period of six (6) months. This provision will however not apply to persons of temporary status for the duration of specific research or other projects. Such a staff should serve the probationary period.

e) Temporary Employees who have been engaged by the University shall contribute towards the Social Security Fund under the appropriate Law establishing the Fund.

f) Temporary Employees shall not contribute to or benefit from any internal fund or welfare schemes.

1.3.1 Procedure for Temporary Appointments

1.3.1.1 Appointment to Temporary, Casual and Fixed Term Employment Positions

a) The recruitment and appointment of employees to temporary or casual employment positions shall be carried out in conformity with the relevant provisions of the General Regulations on Recruitment or Promotion and Appointment.

b) In line with the provisions in Labour Act 2003, Act 651, a temporary employee shall, (unless otherwise reviewed), be one who is employed for a continuous period of not less than one month and is not a permanent worker or employed for work that is seasonal in character.

c) Based on Labour Act 2003, Act 651, a casual worker shall, (unless otherwise reviewed), be one engaged in work which is seasonal or intermittent, not for a continuous period of more than six months, and whose remuneration is calculated on a daily basis.

d) Fixed term appointments shall be those with generally longer duration than temporary and casual roles and for which employees will be required to carry out specified duties or projects within a clearly estimated and defined time period. They shall normally span one to three years and may be renewed based on performance.

e) The regulations, processes and procedures for appointment of employees to temporary, casual or fixed term employment positions shall be as outlined under the respective headings below:

1.3.1.1.1 Temporary Appointments

Temporary appointments may be given in cases where the services of employees are required on a nonpermanent basis for a continuous period of not less than one month but up to six months. They may be made as a stop gap measure to fill vacancies arising out of any of the following situations and others in which it is deemed necessary to appoint a suitable resource to a temporary holding role due to the fact that:

- a) A permanent employee is on leave
- b) An employee has resigned or vacated his/her post and the position is yet to be filled
- c) An employee's appointment has been terminated and the position is yet to be filled
- d) Permanent incapacitation or death of an employee and the position is yet to be filled
- e) The nature of the work to be carried out is discontinuous or seasonal.

1.3.1.1.2 Casual Appointments

Casual appointments may be given in cases where the services of employees are required on a non- permanent basis for work which is seasonal or discontinuous/intermittent such as:

- Gardening, weeding, drainage, masonry, electrical, painting and other such work

The duration of casual appointments shall not exceed three months in the first instance, but shall be renewable for a further three months only based on the needs of the University and the job holders' performance.

1.3.1.1.3 Fixed Term Contracts

a) Fixed term appointments may be made in circumstances where employees are required to carry out specified duties, assignments or projects within a clearly estimated time period. Fixed term appointments may be made in the underlisted and other situations considered similar:

- i. Short to medium-term academic appointments for Visiting Scholars, Adjunct Professors, Teaching Assistants, Tutors, and Graduate Assistants etc.
- ii. Administrative/professional positions for Administrative Assistants, HR and Finance Officers, etc. required to carry out specified administrative, secretarial, finance/accounting and related assignments etc.
- iii. Positions for coordinators of specified short- to medium-term projects etc.
- iv. Re-appointment on short-term post-retirement contracts for employees who have retired.

b) The duration of appointments on a fixed-term basis shall not exceed the life span of the duties required or projects to be undertaken unless there is a compelling, evidence-based reason for an extension of the timelines.

c) In cases where it becomes necessary to extend the timeline for fixed-term appointments, a justification shall be written by the user unit to the appointing authority for written approval prior to the extension.

d) All the terms of fixed-term contracts shall be clearly and unambiguously stated in the letters of appointment to the fixed-term position.

e) Temporary, casual, fixed-term and all other non-permanent appointments shall be appropriately approved prior to commencement of the selection and appointment process using "Staff

Requisition Forms”.

f) Depending on the grade to which the appointment is being made, laid down recruitment and appointment procedures in line with corresponding policies and guidelines provided for approving recruitment, promotion and appointments must also be followed.

1.3.1.1.4 Determination of Non-Permanent Vacancies (i.e. Temporary/ Casual/Fixed Term, etc.)

a) Before the beginning of the academic year, heads of directorates, departments and units shall determine the types, numbers and timing for non-permanent vacancies likely to arise based on planned leave dates, retirements, projects and activities which by their nature are temporary or intermittent/seasonal.

b) Written justification for their requests will be made to the Registrar who shall seek approval from the Vice-Chancellor before such appointments can be made.

1.3.1.1.5 Procedure for Engagement of Temporary and Casual Employees

a) After requests for engagement of temporary or casual appointees have been approved, the Registrar, shall task the Head, HRODD to work with their teams to fill the identified position(s).

b) As part of the process, the head, HRODD shall direct accountable team members to source for potential candidates from internal resources and solicited/unsolicited applications for assessment and engagement. This shall be done in collaboration with appointing heads of directorates, departments and units.

c) External candidates may also be sourced through selected recruitment agencies with credible track records.

d) The Head, HRODD shall in collaboration with the appointing head of the directorate, department or unit, conduct an interview of the shortlisted candidates, the outcome of which shall inform discussions on engagement of successful candidates.

e) The Head, HRODD shall under the direction of the Registrar in consultation with the Vice-Chancellor, prepare letters of appointment for successful candidates to temporary or casual positions. All such letters of engagement shall be prepared in liaison with the Head of Legal.

1.3.1.1.6 Procedure for Engagement of Employees on Fixed-Term Contracts

a) The procedure for engagement of employees on fixed-term contracts shall be similar to that for temporary and casual appointees except that recruitment agencies will not be used to source potential candidates.

b) Potential candidates will be pooled from internal resources, solicited/unsolicited applications or head-hunted for assessment and appointment depending on the purpose and level of seniority at which the appointment is to be made.

c) No temporary, casual or fixed-term appointment shall be made without the appropriate approval having been given by the authorising officers.

1.3.1.1.7 Extension of the Duration or Termination of a Non- Permanent Appointment

a) Where the need arises for an extension of the duration of a non-permanent appointment or its termination, a written justification shall be submitted by supervisors/heads of directorates, departments and units to the Registrar for review and endorsement.

b) The Vice-Chancellor shall be the approving authority for the extension or termination of non- permanent appointments, which activity shall be carried out in consultation with the Registrar and Head, HRODD.

2.0 GENERAL CONDITIONS

2.1 Appointment and 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 approved Accra Technical University Statutes 2018 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 he assumes duty. On assumption of duty, the Senior Member shall enter his name in the Register of New Appointments kept by the Registrar.
- c) A Senior Member’s appointment is Full-Time; any additional occupation or employment outside the scope of the appointment can be accepted only with the prior permission of the Vice-Chancellor on behalf of the University Council.
- d) On first appointment, a Senior Member shall be issued with an appointment package which shall include the following:
- i. Appointment letter
 - ii. Conditions of Service Manual
 - iii. Regulations and Statutes of the University
 - iv. Act, Law or Legal instrument setting up the University
 - v. Research Policy
 - vi. Handbook on Appointments and 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)

x. Code of Conduct and all other relevant policies of the University

e) The University may add to, but not remove from or reduce, this list based on changing circumstances. Note – these above listed documents should be in the soft forms or a link created for the staff to have access to them.

f) The role of the Senior Member (Academic) 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 Counseling;

vii. Research, Development and Innovation;

viii. Publications; (Peer review journals publications are preferable.

ix. Participation in Administration and Institutional Governance;

x. Consulting, Provision of Technology Support to Enterprises and Extension Services.

xi. Serving on committees

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

h) The role of the Administrative and Professional Senior Member generally entails:

i. Administration and Governance;

ii. Management of functional areas;

- iii. Advisory Services to Management, Faculties/Schools, Departments, Units, and Centers;
 - iv. Research, Publication and Creative Work,
 - v. Consulting and Extension Services;
 - vi. Serving on Committees;
 - vii. Students Advisory Services; and
 - viii. Policy Implementation and Monitoring.
- i) Accra Technical University shall organise orientation for all newly recruited staff on assumption of duty.

3.0 SALARY AND COMPENSATION

a) ATU shall reserve the right to place 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 in line with GTEC guidelines. 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.

b) ATU recognises that the salary scales progress 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.

c) ATU, through the various academic and administrative units, may find innovative ways of enhancing Senior Member compensation through bonuses and other schemes. Such payments shall be subject to the approval of the Vice-Chancellor.

4.0 CONTRACT DURATION AND PROBATION

- a) The Assistant Lecturer/Assistant Research Fellow or its analogous rank is a temporary one designed for prospective Lecturers or analogous ranks which shall be held for two (2) years in the first instance and renewed for another two years only. The appointment from Lecturer/Research Fellow up to Senior Lecturer or analogous rank are normally for a contract period of six (6) years in the first instance, subject to renewal for a period of three (3) years only. In exceptional circumstance, the University Appointments and Promotions Board may, on the recommendation of the Faculty Board/Administration Appointment and Promotions Committee (AAPC), extend the appointment for a further period not exceeding three (3) more years, at the end of which the appointment shall normally be terminated unless the staff progresses to the next rank. Appointments at Professorial levels or equivalences are normally up to retiring age except those appointed by Search.
- b) A Senior Member who is appointed without any previous relevant experience shall be required to serve one (1) year probation from the date of appointment. This probation period is to afford ATU and the relevant academic department/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 department/unit shall at the end of the probation, give the Senior Member a progress report indicating his strengths and weaknesses. At the end of the probation period, the Senior Member shall be assessed by his immediate Head 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 activities of the University etc. Based on the report, the Senior Member shall be issued a letter, confirming his 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 shall in principle take place one (1) month after 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 his immediate Head a year in advance to provide an updated curriculum vitae to his Head.

e) Information from the member of staff obtained pursuant to 4.0(d) and comments by his Head 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.

5.0 PERFORMANCE ASSESSMENT

a) It is mandatory that Heads of academic/administrative units 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 increments and other benefits. In order to be abreast with current practices in staff appraisal, the University shall undertake Performance Management to help develop the knowledge, skills and abilities (KSAs) of all staff. Without prejudice to the University's right to set out additional criteria, the assessment and review shall cover the areas set out in 2.1(f) and 2.1(h).

b) The assessment procedure shall follow ATU Staff Appraisal Policy:

i. The Head of academic/administrative department/unit shall annually assemble all information on each Senior Member.

ii. The Head shall review the collated information as well as use the standardised performance appraisal form issued by the University's Human Resource Directorate to assess the Senior Member.

iii. 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 who shall then table it at the University Appointments and Promotions Board. In the case of Administrative and Professional Senior Members, the report shall be submitted to the Registrar.

iv. Should include assessment of the Dean and Head of Department.

6.0 PROMOTION

- a) Individuals on their own initiative or at the invitation of the Heads of Directorate/Department/Faculty/Centre/Unit/Section may apply for promotion as provided for in the Scheme of Service.
- b) Promotion shall normally proceed from one rank to the immediate next rank
- i.e. from Lecturer to Senior Lecturer to Associate Professor to Professor; for the Administrative and Professional Senior Member, Junior Assistant Registrar and its analogous to Assistant Registrar, Assistant Registrar to Senior Assistant Registrar. Promotions/Appointments to Deputy Registrar and analogous rank and above shall be through competitive interview.
- c) Any Senior Member of ATU who qualifies for promotion may apply at any time to be promoted or appointed to the next rank for which he considers himself/herself qualified in accordance with the Appointments and Promotions Criteria.

6.1 Procedure for Submission of Documents to External Assessors by Academic Staff

- a) Applicants shall submit an application indicating the grade sought in addition to a list of publications and all other required documentation to his/her Head of Department.
- b) The Head of Department shall within seven days after receipt, submit the application together with his comments to the Dean. Where the rank of the head is lower than that of the applicant, the head shall only minute on the application and submit to the Dean without any comments.

- c) All applications for promotion shall be received by the Faculty Administrator who shall list the applications and other documents, noting the dates received before submitting them to the Dean.
- d) The Dean of Faculty shall, on receipt of the application dossier from the Head of Department, refer the application to the Faculty Appointments and Promotions Review Committee by the next approved meeting schedule.
- e) The Faculty Appointments and Promotions Review Committee shall consider the application and submit a comprehensive report with its recommendations to the Chairman of the University Appointments and Promotions Board through the Registrar within seven (7) working days after the meeting.
- f) The Committee may co-opt others as appropriate to assist its work.
- g) Where the Committee is unable to review the documents of an applicant who has a higher rank, the Dean shall appropriately minute on such an application and submit to the Registrar for further processing.
- h) The Registrar, in consultation with the Vice-Chancellor shall appoint Senior Members with the required qualifications to review the documents before submission to External Assessors.
- i) Assessment of publications for promotions shall normally be outside the University by at least two (2) external assessors.
- j) An external assessor is a person of standing in the applicant's field, normally of the status of professor or equivalent but not employed by or in any way currently connected with the University.
- k) The assessor should not, however, have been associated with the applicant's formal studies (research work) at the graduate or professional level, nor should they have been collaborators.
- l) An updated and comprehensive list of external assessors shall be submitted by the Dean to the Office of the Registrar in January

each year from which suitable assessors shall be randomly selected.

m) The Registrar, with the approval of the Vice-Chancellor, shall forward the documents to the selected external assessors.

n) Upon receipt of the reports from the external assessors, the Registrar shall refer the reports and all other required documents to the University Appointments and Promotions Board.

o) The effective date for promotion shall be 1st February (for applications submitted before 1st February) or 1st August (for applications submitted before 1st August). The basis for the effective dates is further explained in the table below:

Effective date for Promotion	
1st February	1st August
Applicable to successful applicants	Applicable to successful applicants who
who formally submitted complete and corrected documents to their HOD between 1st August and 31st January	formally submitted complete and corrected documents to their HOD between 1st February and 31st July

a) The date on which completed and corrected documents are submitted by the applicant to the Head of Department shall be documented at the department and duly communicated to the Dean and Faculty Officer.

b) The date on which completed and corrected documents are submitted by the applicant to the Head of Department shall be formally communicated to the Registrar and duly documented.

- c) The effective date of the promotion shall be confirmed in the minutes of the University Appointments and Promotions Board.
- d) 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.
- e) 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;
 - ix. Creative and artistic productions/works; and
 - x. Resource Mobilisation.
- f) 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.
- g) 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 University.
- h) 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 University.

i) 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 organisational ability;

ii. Leadership;

iii. Initiative and reliability;

iv. Good understanding of the mission and mandate of the University;

v. Sense of responsibility;

vi. Capacity, expertise and relevant education in one's chosen functional area; and

vii. Relevant publications and/or administrative monographs.

j) Assessment of an application and other relevant documents based on the criteria set in 6.0 (h) and 6.0 (i) above shall be reviewed as appropriate by the Faculty Appointment and Promotion Committee (FAPC) and the Administration Appointment and Promotion Committee (AAPC).

k) In all cases, the effective date of promotion shall be the date on which a submitted application including the material to be assessed by the external assessor was approved by the FAPC. The submission of additional material shall not be permitted after the approval by the FAPC. An applicant who wishes to submit additional material shall be required to formally withdraw the earlier submission. The applicant may make a fresh application if he/she wishes.

l) ATU shall develop a point or quantitative system to guide and

assist Senior Members in determining their readiness for promotion. This quantitative system shall not supersede or set aside the normal process of external assessment of the applicant's dossier.

7.0 RESIGNATION/RETIREMENT/ TERMINATION OF APPOINTMENT

7.1 Resignation

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 three (3) months prior to his resignation (Administrative and Professional Senior Member) and three (3) months terminating on the last day of the academic year (Academic Senior Member). In the absence of such notice, a Senior Member shall be liable to a penalty equivalent to the salary for the period required for the notice.

7.1.1 Procedure for Resignation by Senior Members

- a) A Senior Member may resign his/her appointment by giving the Vice-Chancellor notice of his/her intention in writing not later than the end of December in the year prior to that in which he/she intends to resign. Such resignation shall take effect at the end of July the following year.
- b) A Senior Member who wishes to resign in good standing shall submit a written resignation to the Vice-Chancellor through the Registrar. Comments shall be requested from the Head of Department/Unit on the subject. Resignation letters shall clearly state the effective date of resignation.
- c) A Senior Member shall be considered to be in 'good standing' if he/she provides a minimum of three (3) months' written notice or pays the equivalent basic salary in lieu of notice.
- d) A Senior Member shall be liable to pay a penalty equivalent to the salary for the period required for notice (three (3) months) if he/she fails to give the required notice. This penalty shall apply

whether the Senior Member is at his/her duty post or on any kind of leave of absence. The effective date of the resignation is stated, as part of which the Senior Member gives the minimum three (3) months' notice required or pays the equivalent salary in lieu.

e) Outstanding leave may, in certain circumstances, be used as notice period when resigning from the University's employment. Senior members shall normally serve out the notice required or negotiate specific alternative arrangements.

f) Any outstanding leave accrued by a Senior Member shall not be commuted to cash.

g) Should a Senior Member discontinue work prior to the end of his/her notice period, or fail to give the required notice from any date, he/she shall be regarded as having vacated his/her post from that date.

h) The Vice-Chancellor writes or delegates that a formal response be written to the Senior Member to accept his/her resignation or otherwise. In instances where disciplinary or criminal investigations have been or are about to be instituted against a Senior Member, the Vice-Chancellor shall not accept his/her resignation.

i) A Senior Member who wishes to resign shall be required to return any property of the University in his/her possession to his/her line manager and pay any debts owed before being paid any benefits due. In default, the equivalent value of the item(s) shall be deducted from his/her benefits.

j) In cases where a Senior Member is housed in University accommodation or University rented accommodation, he/she shall be required to vacate such accommodation after three (3) months of the effective date of resignation and subject to the housing regulations approved by the University from time to time. The rate for rental and utilities payable during the period shall be agreed.

k) If the resignation is accepted, the Vice-Chancellor shall in his/her written response, detail the Director, Finance to delete the

Senior Member's name from payroll.

l) The Director, Finance shall also be detailed to ensure that all outstanding debts and assets are recovered and that the employee's name has been deleted from payroll, while the Director, Information and Communications Technology (ICT) shall be required to cut off the Senior Member's access to all IT systems from the effective date of the resignation.

7.2 Retirement

a) A Senior Member shall normally retire from the service of the University at the end of the academic year in which he attains the compulsory retiring age, currently sixty (60) years.

b) A Senior Member may retire voluntarily from the age of forty-five (45) years with appropriate retiring benefits. A minimum of six (6) months' notice of intention to retire shall be required.

c) A retired Senior Member shall not be allowed to stay in the University accommodation for a period exceeding six (6) months from the date of retirement.

7.2.1 Procedure for Retirement of Senior Members

a) The compulsory retiring age for all Senior Members of the University shall be 60 years. A Senior Member shall be notified at least six months in advance of his/her impending retirement. The Senior Member shall retire from the service of the University at the end of the academic year in which he/she attains the prescribed retiring age.

b) Any extension of service beyond this age shall be subject to evidence-based need for a Senior Member's continued services, confirmed medical fitness and the other criteria contained on discretionary re-engagement post-retirement.

c) A Senior Member may retire voluntarily from the service of the University from the age 45. He/ She shall give six (6) months' notice of his/her intention prior to the date of voluntary retirement. Notice shall be given in December to take effect at the start of the following academic year.

d) A Senior Member who retires shall be required to return any property of the University in his/her possession to his/her line manager before he/she exits. In default, the equivalent value of the item(s) shall be deducted from his/her terminal benefits if any.

e) On retirement, a Senior Member may be allowed to stay in the University accommodation for a period not exceeding three (3) months and subject to the housing regulations approved by the University from time to time. Normal rent shall be payable in this case.

f) A Senior Member who retires and is re-engaged immediately on a post- retirement contract will be allowed to stay in their University accommodation for a period of one year only.

7.3 Termination

a) 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 his immediate Head. The Senior Member will sign the appraisal form as evidence of the appraisal having taken place. Where a Senior Member is unwilling to sign, the Head shall make an appropriate report of his unwillingness to endorse the appraisal form and submit same to the Registrar through the next superior Officer for investigation.

b) 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' salaries in lieu.

- c) Termination of appointments of all Senior Members shall be subject to the approval of Council.
- d) 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.
- e) ATU 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 University into disrepute.
- f) Pursuant to 7.0 (e) above, the Grievance and Disciplinary Procedures of ATU shall apply.

7.3.1 Procedure for Termination of the Appointment of Senior Members

- a) Termination of the appointment of Senior Members who have been confirmed into their positions shall be based on one or more of the reasons listed below:
 - i. Incompetence or general inefficiency provided that they have been previously warned by the HOD and copies of such warning letters forwarded to the Registrar through the appropriate communication channel.
 - ii. Lack of the qualifications and experience required for their position after the necessary checks and investigations reveal non-possession or falsification of such qualifications and experience.
 - iii. Misconduct for which the sanction is termination of appointment

- b) The HOD shall investigate any of the above-mentioned issues to determine whether or not the staff has a case to answer and depending on the outcome, queries staff in writing requesting for a response within a given time frame.
- c) If no acceptable response is given by the staff to the query, the HOD shall officially report the matter to the Dean and copy the Registrar.
- d) The Dean shall investigate the matter using the appropriate faculty structures and provide the staff with adequate opportunity to provide a response within a given time-frame.
- e) The Dean shall submit a report on the issue which shall include findings and recommendations to the Registrar.
- f) The Registrar shall recommend a disciplinary hearing prior to possible termination of appointment based on employee's employment contract, conditions of service and the University's rules and regulations.
- g) The Registrar and Legal Officer shall review the matter and send it with their recommendations to the appropriate, properly constituted disciplinary committee to investigate and adjudicate the matter in line with its mandate as outlined in the Statutes of the University and its terms of reference. The committee shall give the employee a fair hearing if deemed necessary.
- h) The disciplinary committee shall document its findings and make its recommendations in a report to the Vice-Chancellor through the Registrar who shall refer it to the Head of Legal for review and advice on the sufficiency of the grounds for termination and the correctness of the procedure followed.
- i) Termination will be effected only after a Senior Member has been given a fair hearing in accordance with the University Statutes.
- j) The Registrar or Head, HRODD will prepare the termination letter.

k) A confirmed Senior Member whose appointment is terminated shall receive three months or payment in lieu of notice.

l) The University may at any time and for any good reason terminate the appointment of a Senior Member while on probation as per the conditions of his/her appointment letter and the relevant provisions of his/her conditions of service.

m) Administrative processes on separation from the University such as deletion of name from payroll by the Director of Finance, and blockage of access to IT systems by the Director of Information and Communications Technology (ICT), vacation of University or University rented accommodation etc. shall be effected following termination.

n) An employee who is aggrieved by the decision to terminate his/her appointment may seek redress through the appeals process available through the Accra Technical University Appeals Board.

8.0 RENEWAL OF CONTRACTS

- a) An employee whose contract is coming to an end may initiate action to have it renewed within a year of the date when his/her contract shall lapse.
- b) Employees who do not take steps to renew their contracts within that period shall be deemed not interested in renewing their contract.
- c) In the case of academic Senior Members, renewal of contracts applies to Senior Lecturers/Research Fellows and above.
- d) Contract renewal is however not applicable to Lecturers and below.
- e) The under-listed documents shall be provided to the Registrar through the Faculty Dean as part of the contract renewal process:
 - i. Letter from employee requesting to have the contract renewed
 - ii. Updated curriculum vitae.
 - iii. Head of directorate/department's assessment of overall performance report
 - iv. Annual performance appraisal reports on employee since last renewal of appointment
 - v. Summary report on classroom evaluations of employee by students (if applicant is in the Senior Member Academic category)

8.1 Procedure for Renewal of Contracts

- a) The application and other documents shall be forwarded by the Head of Department to the Faculty for review by the Faculty Appointments and Promotions Review Committee, which shall recommend renewal of the appointment and its duration to the University Appointments and Promotions Board, or non-renewal depending on their assessment of the need for the services and the performance of the applicant.

- b) Senior Lecturer/Senior Research Fellow shall be eligible for post- retirement contract on a 2+2+1 basis only up to age 65, subject to need and good health.
- c) Approval for renewal of contracts shall be given by the University Appointments and Promotions Board after approval at the Faculty Level.

8.2 Post Retirement Contracts

Senior Members who retire compulsorily and whose academic/ administrative units can justify or make a case for their services may be given post retirement contracts. The contract duration shall be up to ten (10) years (5+2+2+1) for Professors and up to five (5) years (2+2+1) for Senior Lecturers. It is also subject to continuing good health.

8.3 Post-Retirement and Part-Time Appointments

- a) Re-engagement on post-retirement contracts beyond the compulsory retiring age may be recommended for central administration based positions.
- b) Such post-retirement contracts shall be considered on the basis of evidence of the following:
 - i. Continuing professional activity
 - ii. Unavailability of staff in a critical area of specialisation with no prospect of specialisation by an existing employee or immediate recruitment
 - iii. Continuing good health based on Accra Technical University approved doctor's report.
- c) Post-retirement contracts shall normally be made available to members of the professorial grade up to age 70. The initial

contract shall be for 5 years up to age 65 and thereafter contracts shall be offered on a 2+2+1 basis, subject to need and good health.

d) Part-time appointments shall usually be for persons with experience required by the University but who are not in a position to provide those services on a Full-Time basis.

8.3.1 Procedure for Post- Retirement and Part-Time Appointments

a) Applicants shall submit their requests for post-retirement or Part-Time contracts to their heads of directorates/departments/units who shall make their recommendations and provide the following information in a cover letter to be attached to the application dossier.

i. Justification for the request, number of lecturers at post in the relevant discipline and the specific duties to be assigned the applicant.

ii. Assessment of applicant's previous performance (if applicable)

iii. Full Curriculum Vitae on first appointment.

b) The dossiers shall be submitted to the Faculty and referred to the Faculty Appointments and Promotions Review Committee by the Dean. A report on the Faculty's review and the dossier together with relevant excerpts of the minutes covering the meeting shall be forwarded to the Appointments and Promotions Board through the Registrar.

c) The summarised lists to be submitted to the Appointments and Promotions Board by the Faculties shall include the following information:

i. Department

ii. Candidate Recommended

iii. Age/Date of Birth

- iv. Rank/Status
- v. Number of Students
- vi. Number of Lecturers
- vii. Lecturer/Student Ratio
- viii. Course Code and Title of Course(s) allocated
- ix. Justification for Recommendation
- x. Decision of Faculty

9.0 RE-ENTRY INTO SERVICE

A Senior Member who has vacated his post/resigned/retired may be re-engaged subject to the following conditions:

- a) He shall submit a new application as though he was applying for an appointment in the University for the first time, indicating clearly the post for which he would like to be considered.
- b) Consideration of the application shall depend on the availability of vacancy. A report from the applicant's last place of work shall be required.
- c) The number of years that the applicant served in the University before the cessation of his earlier appointment shall count towards the terminal benefits provided he refunds any terminal benefits paid to him on leaving the University. Recommend that it should be deleted.
- d) Recommend that conditions for each of the scenario be properly stated.

9.1 Procedure for Re-entry of Senior Members into the Service of the University

- a) A Senior Member who wishes to be re-engaged by the University shall put in a fresh application as though he/she was applying for an appointment in the University for the first time. The application shall indicate clearly the post for which he/she would like to be considered.
- b) Where the position applied for is on the same grade as the one vacated, the Appointments and Promotions Board shall use its discretion to determine whether or not referees' reports or external assessors' views should be obtained.
- c) In all cases, consideration of the application shall depend on the availability of vacancies and the circumstances under which the Senior Member left his/her post. All applications shall be consid-

ered in consultation with the Head of Department.

d) Employees above the compulsory retiring age may re-enter the service of the University on post-retirement contracts if their departments can demonstrate the need for their continued services based on the criteria for post-retirement contract appointments.

e) The duration of such post-retirement contracts shall be for a total of five years (two years at a time till age 65) for senior lecturer and equivalent grades and a total of ten years for professorial appointments subject to need and good health.

f) Employees who are re-engaged after retiring at 60 shall be entitled to their pension benefits and to salary for the work they are engaged to do.

g) A Senior Member on post-retirement contract shall not encumber an administrative position, while Senior Members re-appointed into academic roles shall normally be of at least senior lecturer grade.

h) The Vice-Chancellor may, in exceptional circumstances, appoint Senior Members below the grade of senior lecturer (i.e. lecturer or equivalent grades) on post-retirement contracts for very specific duties. Such contracts shall be for two years only but may be applied till age 65 in exceptional cases where need is established.

10.0 UNIVERSITY ACCOMMODATION

10.1 Housing

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

10.2 Leave

- a) Entitled staff proceeding on Leave of Absence may retain their University accommodation. Where the leave is for a period of more than twelve (12) months, the staff shall surrender their accommodation after a grace period of three (3) months.
- b) The grace periods noted in section 9.2 (a) 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
- c) Senior Members going on Sabbatical may keep their accommodation during the leave period.
- d) Entitled staff proceeding on Study Leave may keep their accommodation while on leave. Those proceeding on more than a year's study leave may, however, be required to sign a bond of return.

10.3 Accommodation for Dependents of Deceased Senior Members

In the event of death, the spouse and/or dependents of a deceased Senior Member shall be allowed to stay in University accommodation for a period not exceeding six (6) months.

10.4 Owner Occupier Scheme

- a) To encourage Senior Members to procure their own means of accommodation, ATU may assist Senior Members to secure mortgaged loans.
- b) The University pays housing allowance to a Senior Member who owns and lives in his house. The government rate from Controller and Accountant General's Department is applicable.

11.0 CHILDREN

- a) In the Conditions of Service, "child" means a Senior Member's biological child, 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.
- b) The recognised children and wards of Senior Members shall be those in the records of the University.

12.0 ALLOWANCES

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

12.1 Acting Allowances

a) A Senior Member who acts in a higher position for at least three (3) months shall be paid allowances attached to the higher position.

b) 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 basic salary and minimum basic salary point of the acting post or 20% of the monthly basic salary whichever is higher.

12.2 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.

12.3 Entertainment Allowance

Payable to designated officials for the purpose of providing entertainment on behalf of ATU.

12.4 Normal Teaching Load

The normal teaching load is twelve (12) hours per week per semester. It attracts no allowance. The normal load shall be determined from time to time by the University Council

12.5 Extra Teaching Load Allowance

Means teaching above the normal load. 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.

12.6 Marking Allowance

The Senior Member is to apply through the Head of academic department/unit for the payment of such allowances at the end of each semester for which the value shall be determined from time to time by the University Council.

12.7 Invigilation Allowance

Payable to Senior Members who invigilate during ATU examinations. The amount payable shall be determined from time to time by the University Council.

12.8 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.

12.9 Sitting Allowance

Payable to a Senior Member who attends University Meetings. This shall be determined by the University Council from time to time.

12.10 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. This shall be determined by the University Council from time to time.

12.11 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.

12.12 Book Allowance

Payable to Senior Members at rates negotiated from time to time. This shall be determined by the government from time to time.

12.13 Research Allowance

Payable by government to Senior Members at rates negotiated from time to time.

12.14 Industrial Attachment/Internship Allowance

Payable to Senior Members and Senior Staff who undertake approved short duration internships in 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.

12.15 Industrial Attachment Supervision Allowance

Senior Members shall be paid an allowance to undertake industrial attachment supervision of students at a rate negotiated and approved by the University Council.

12.16 Industrial Report Marking Allowance

Senior Members shall be remunerated for marking the report submitted by students from their industrial attachment. The rates shall be negotiated and approved by the University Council.

12.17 Research Project Supervision Allowance

Payable to Lecturers who supervise final year and postgraduate students' projects. The amount payable shall be approved by the University Council.

12.18 Research Project Proposal Defense Allowance

Payable to Lecturers who took part in proposal defense of final year students. The amount payable shall be approved by the University Council.

12.19 Research Project Defense Allowance

Payable to Lecturers who took part in the project defense of final year students. The amount payable shall be approved by the University Council.

12.20 Additional Duty Allowance

Payable to Senior Members who have been assigned additional duties in writing for a position other than his own for more than twenty-one (21) days and not more than six (6) months. The rate is 10% of monthly basic salary.

12.21 Call-in Allowance

Payable to staff who are on leave and have been called back to deliver some specific services. 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 shall apply.

12.22 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 University 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.

12.23 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 University 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.

12.24 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 by the University Council.

12.25 Physically Challenged Guide Allowance

Payable to a Physically Challenged Senior Member (PCSM) who needs a guide for onward payment to the guide. The rate shall be the daily minimum wage for twenty-seven days.

12.26 Physically Challenged Transport Allowance

Payable to a Physically Challenged Senior Member who is certified as needing special needs of transport to enable him commute to and from work. The rate is 20% of monthly basic salary.

12.27 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.

12.28 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. This shall be determined by the University Council from time to time.

12.29 Protective Clothing Allowance

Protective clothing shall be provided by the University to Senior Members who work in the Laboratories and workshops.

12.30 Fuel Allowance

Payable to Senior Members who have been given official responsibility by the University. This shall be determined by the University Council from time to time.

12.31 Utility Allowance

Payable to Senior Members to cover for utility bills. This shall be determined by the University Council from time to time.

12.32 Day Trip Allowance

Payable to Senior Members who do a round trip covering 300 km by road or 600 km by air the same day at 75% of the Per Diem Allowance.

12.33 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. This shall not apply to Industrial Liaison Officers. Rate payable is 30% of monthly basic salary.

12.34 Non-Basic Salary Allowance

Payable to Senior Members at a rate determined by the University Council from time to time.

12.35 Security Allowance

Payable to recipients of owner occupier allowance. This shall be determined by the University Council from time to time.

13.0 MISCELLANEOUS ALLOWANCES

a) Warm Clothing Allowance – A Senior Member traveling to a temperate country on University business would be entitled to warm clothing allowance at a rate to be determined by the University Council from time to time. This allowance is to be paid only once in every three (3) years – notwithstanding the frequency of travel.

b) 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.

c) Off-Campus Allowance – Payable to Senior Members who do not live on campus at rates to be determined by the Government/University Council from time to time.

d) Long Service Award – Payable to Senior Members who have served the 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 Council from time to time.

14.0 BAGGAGE EXPENSE

a) A Senior Member who is granted a passage will be entitled to payment of freight for baggage in accordance with approved rates. 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. This shall be determined by the University Council from time to time.

b) 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. Reframe as – A Senior Member who has served a minimum period of two (2) years shall be entitled to the baggage expense.

15.0 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 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 by the University Council from time to time.

16.0 LOAN FACILITIES

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

- a) Car loan
- b) Car rehabilitation loan
- c) Furniture loan
- d) Domestic Appliances loan
- e) Housing loan
- f) Salary advance
- g) Rent Advance
- h) Desktop Computer or Laptop loan

17.0 PASSAGE

17.1 Cost of Overseas Passage

Overseas passage granted to Senior Members will be economy class by air in accordance with rules laid down by ATU from time to time. ATU will also pay on submission 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.

17.2 Overseas Passage on First Appointment

On first appointment, a Senior Member who resides abroad will be provided passage with his spouse and children (up to a maximum of three (3) children of not more than 18 years).

18.0 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.

ATU 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) Leave of absence
- g) Sick leave
- h) Maternity Leave
- i) Vacation Leave
- j) Sabbatical Leave
- k) Part time Study Leave
- l) Compassionate Leave
- m) Leave of Absence for recognised Association or Professional activities.

18.1 Annual Leave

a) Annual Leave is earned. New employees qualify for leave after working for a minimum of six (6) months on a continuous basis. Annual 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.

- i. Senior Members - 42 working days
- ii. Senior Staff -42 working days recommend 36 days
- iii. Junior Staff (Clerk I and above) - 34 working days
- iv. Junior Staff (Clerk II and below) - 32 working days
- v. Labourers, Cleaners, Apprentices etc. - 25 working days

b) Academic Senior Members are entitled annually to eight weeks' leave (vacation leave) to be taken during vacations subject to the submission of marked scripts and results. 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.

c) Administrative and Professional 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 subject to the approval by the Head of Department, such deferment should not exceed one (1) year.

18.2 Study Leave with Pay

a) A staff holding permanent appointment in the University may apply for Study Leave with Pay. Such a staff shall meet the following conditions for eligibility:

- i. Must declare intention to pursue further study one (1) year prior to the application;
- ii. Must apply for the leave with pay;
- iii. Must have worked continuously for three (3) years;
- iv. Must submit an admission letter from an established institution of learning;

- v. The institution must be offering certificates recognised by the nation's accrediting agencies.
- b) Employees granted Study Leave with Pay 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 made 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.
- g) No Study Leave will normally be granted within two academic years of recruitment.
- h) 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.

18.3 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 of 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 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.

18.4 Casual Leave

a) Casual Leave is a 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 through the Dean of Faculty 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 from the Human Resource Directorate and Organisational Development shall be obtained by the applicant before embarking on the Casual Leave.
- g) Casual Leave shall be deducted from Annual Leave.

18.5 Examination Leave

- a) Staff may also take Examination Leave to write approved examinations by the University 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.

18.6 Compassionate Leave (It should be capped for a maximum of five (5) working days)

Compassionate Leave may be given to staff who has exhausted his/her annual leave and all accumulated leave 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.

18.7 Leave of Absence

- 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 (2) years, so that the total period of leave shall in no case exceed a continuous period of four (4) 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 shall apply.
- e) A Senior Member who is granted Leave of Absence may, subject to the terms of the grant, resign or retire by giving at least six months' notice. The resignation or 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 or retired in accordance with these regulations and the letter of grant.

18.8 Sick Leave

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

18.9 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.

18.10 Vacation Leave

For the avoidance of doubt, Academic Senior Members shall enjoy their Annual vacation Leave whenever University students are on holidays.

18.11 Sabbatical

- a) Senior Members may be granted Sabbatical upon application.
- b) An employee desiring to proceed on Sabbatical must apply through the Head of Department, the Dean and the Registrar to the Vice-Chancellor.
- c) The immediate Head of the applicant must also provide a justification for the request indicating clearly the purpose and an assurance that the University will not suffer in the absence of the applicant.
- d) Senior Members (Academic) qualify for Sabbatical after teaching work or researching continuously for six (6) years.
- e) A paid Study Leave grant shall be treated as an interruption or break in service for Sabbatical entitlement.
- f) Senior Members who serve six (6) years continuously shall be entitled to one (1) year Sabbatical and ten (10) years uninterrupted service shall qualify for two (2) years' sabbatical.
- g) Senior Members who proceed on one (1) year Sabbatical have to return to the service of the University at least for two (2) years and those on two (2) years' Sabbatical 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. The obligatory service after Sabbatical is determined as the number of years of the leave period enjoyed plus one (1) year. Staff on Sabbatical may apply for one-year Leave of Absence without pay to complete teaching, research or administrative programmes before returning to their employment. Mem-

bers on one (1) year leave without pay after enjoying Sabbatical must return to post after the one-year extension has lapsed.

i) Sabbatical awardees who fail to return to post after the leave shall be sanctioned for the investment made 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 shall be deducted outright from any benefits accruing to them. Legal means may also be used to recover any liability from Sabbatical defaulters.

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

18.12 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, may be granted study leave with pay, provided the applicant has the support of his Head of Department and Dean of his Faculty. 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.

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.

d) When the study Leave is sponsored by the University, the applicant will sign a bond.

18.13 Additional general principles governing Study Leave and Sabbatical include:

- a) The granting of Study Leave/Sabbatical of any kind will be subject to the staffing position and the programme of work of a department. Study Leave or Sabbatical 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 Leave or Sabbatical is not withheld for unduly long periods.
- b) A Senior Member who intends to take Study Leave or Sabbatical shall consult his immediate Head at least six (6) months prior notice and thereafter submit an application to the Vice-Chancellor using the approved 'Channels of Communication'.
- c) Such an application shall include a statement on what the applicant intends to undertake, the duration of the proposed programme of work, the proposed effective date of study or sabbatical leave and any other necessary information.
- d) The immediate Head of the applicant will forward the application through the Dean or Director of the faculty or directorate with his detailed comments to the Vice-Chancellor.

18.14 Leave of Absence for Recognised Association or Professional Activities

- a) Where a staff is officially nominated by a recognised or professional bodies to attend courses, conferences and meetings or participate in official tours of the association or professional bodies, the University shall permit the staff to attend.
- b) The University shall grant such leave with pay.
- c) When meetings of a Standing Joint Negotiation Committee and Delegates meetings are convened, the staff attending such meetings shall be regarded as being on duty and shall be paid Travelling and Transport allowances, Night subsistence allowance and/or Out-of-Station Allowance.

18.15 Secondment

- a) A Senior Member who wishes to be seconded to an institution shall represent 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 the said Secondment.
- b) ATU will then satisfy itself that the Secondment will ultimately be in the interest and to the advantage of both the Senior Member and the University. The Vice-Chancellor shall confer with the Senior Member and his Head of academic or administrative unit etc. If there are no reasons to refuse the Secondment, an approval letter will be issued by the Vice-Chancellor, stating the duration of Secondment and any other terms associated including any payments required to be made by the institution to the University.
- c) A seconded Senior Member still remains an employee of ATU and must conduct himself or herself bearing cognisance of this. Salaries and other emoluments shall however, be the responsibility of the organisation 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.
- 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 ATU.
- e) A Senior Member is expected to return to the service of the University on completion of the Secondment. Any extension will 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 will 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 will be required to resign his position. Failure to do so will amount to vacation of post.

f) A Senior Member whose request for Secondment is refused based on clear justification 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 of factor a six (6) months' notice period shall be required.

19.0 VACATION OF POST

a) Where a Senior Member, for some reasons, is away from duty for more than ten (10) continuous working days, the University may enquire into the reasons for the continuous absence and this may eventually result in the University declaring the position of the Senior Member vacant from the date on which he left his post. A member who has vacated his/her post will not be deemed to have given notice of his intention to leave the service of the University.

b) If a Senior Member fails to return to the service of the University after paid leave (Sabbatical, Study Leave or any other leave), he shall be deemed to be on leave without permission and subject to paragraph 17(a) above, his post shall be declared vacant. 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.

20.0 GROUP PERSONAL ACCIDENT POLICY

ATU 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.

21.0 DEATH GRATUITY

The appropriate pension and welfare schemes determined by the University Council shall apply.

22.0 MEDICAL AND DENTAL CARE

- a) A Senior Member, his spouse and children, while resident in Ghana, shall contribute to a health insurance scheme.
- 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.
- 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 authorise 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
 - 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 dependents shall be restricted to spouse and children and the recommendation for medical treatment outside Ghana shall 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/Health Committee 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/Health Committee recommends in special circumstance that the patient should be accompanied by one of the persons designated in paragraph 22(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.

23.0 ILL-HEALTH PROCEDURE

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

a) 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 designated Medical Officer, or if not in residence in the University at the time of illness, a report from a registered Medical Practitioner.

b) If the report under paragraph 21(a) above certifies that the continued absence from duty is necessary, the Senior Member may be relieved of his obligation to discharge his duties without the loss of salary for periods not exceeding a total of twelve (12) months. Thereafter the Senior Member will receive half salary for another twelve (12) months. At the end of the period, he will be referred to Medical Board/Health Committee for a decision.

24.0 MEDICAL CARE FOR PENSION OR RETIRED STAFF

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

25.0 DEATH OF A SENIOR MEMBER

25.1 Provision of Coffin, Shroud and Customary Drinks

On the death of a Senior Member while in service, the University shall provide customary drinks, a coffin and a shroud and transport at the government prevailing rate to the bereaved family.

25.2 Accommodation for Dependents of Deceased Senior Members

(Refer to 10.3)

26.0 RETIREMENT BENEFITS

- a) Retirement benefits shall be regulated under the appropriate pension scheme.
- b) A Senior Member who retires compulsorily or voluntarily at age forty-five (45) or more shall be entitled to payment of ex-gratia award of a month's basic salary for every year of service.

26.1 Ex-Gratia Award

On the retirement of an employee, one (1) month basic salary of the month of retirement shall be paid for every successful year served.

27.0 SUPERANNUATION

The University wants to be a member of the Ghana University Senior Staff Superannuation Scheme (GUSSS). Membership of the Scheme shall be restricted or reserved for Senior Members of the University. A Senior Member shall be informed of the details of the Scheme on assumption of duty. However, the Senior Member has the option to join the Social Security and National Insurance Trust (SSNIT).

28.0 EMPLOYEE RECORDS

- a) The University shall keep detailed accurate 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/her.
- 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.

29.0 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 8.30 a.m. to 4.30 p.m. every working day.

30.0 MISCONDUCT

Any act or omission without reasonable excuse on the part of an employee which amounts to a failure to perform in the proper manner, any duty assigned to him as such, or, which contravenes any Statute or regulations of the University or which is otherwise prejudicial to the efficient conduct of the University or tends to bring the University into disrepute.

31.0 PRESS AND BROADCASTS

a) Subject to the Constitution and any other law, disciplinary action shall be initiated against any employee who is the author of any anonymous publication, in the form of letters, articles, using social media or any other media, 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 authorised, shall communicate either directly to the Press, or to any unauthorised person any information gained in the course of his official duty.

32.0 PENALTIES

32.1 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 increment;
- d) Stoppage of increment;
- e) Withholding of promotion;

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

32.2 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 offence 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 shall 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 shall be taken after two warnings.
- e) An employee who commits a minor offence may be queried and warned orally.

32.3 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.

32.4 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.

32.5 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 would have drawn for a period which it was stopped.

32.6 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.

32.7 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.

32.8 Interdiction

- a) Where an employee has been charged and convicted with a criminal offence that brings the name of the University into disrepute, whether or not it is connected with the University, the employee shall be interdicted from his duties forthwith.
- b) Where disciplinary proceedings which may result in an employee's dismissal are being taken or are about to be taken and the Registrar considers that the interest of the University requires that the employee should cease forthwith to exercise the duties and functions of his 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 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 salary and suffer any deductions made from his salary on University account. He 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 in his favour 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 may have been found not guilty of some of the charges.

32.9 Termination of Appointment

- a) All Staff (other than monthly-rated Employees)
 - i. An employee who is confirmed in his appointment may have his appointment terminated by the University on 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 for inefficiency or misconduct 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 home town provided he has served University for a period of not less than ten (10) years.

iv. The University may at any time and for any good reason terminate the appointment of an employee who is on probation. If the termination is not due to an employee's misconduct, he shall receive one (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 one (1) months' notice or pay one (1) 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.

32.10 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 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 payment 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.

33.0 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.

34.0 GRIEVANCE PROCEDURE

- a) In the event of any grievance, the employee shall 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 employee is still dissatisfied, he shall appeal to the Dean of faculty if he is an Academic staff or to the Director if he is an Administrative and Professional staff.
- d) If the grievance remains unresolved, the aggrieved employee shall have the right to appeal to the University Registrar.
- e) After step "34.0(d)", if the grievance still remains unresolved, the employee shall have the right to appeal to the Vice-Chancellor, who may refer the matter to the Grievance Committee at his own discretion.
- f) After step "34.0(e)", if the grievance still remains unresolved, the employee shall have the right to appeal to the Governing Council.

g) If no satisfactory redress is achieved, the employee may take up the matter with the Appeals Board of the University.

APPENDIX TO THE CONDITIONS OF SERVICE FOR SENIOR MEMBERS OF ACCRA TECHNICAL UNIVERSITY

S/N	BENEFITS	ENTITLEMENT
1	Annual Leave For the purpose of leave calculations, Saturdays, Sundays and Public Holidays shall be regarded by the University Council as non- working days	i. Senior Members (Academic) – vacation holidays ii. Senior Members (Administrative/Professional)-42 working days
2	Responsibility Allowance	Government approved rates to apply for entitled officers
3	Entertainment Allowance	Government approved rates to apply for entitled officers
4	Fuel Allowance	Government approved rates to apply for entitled officers
5	Vehicle Maintenance Allowance a. Bicycle - b. Motor cycle - c. Car	Government approved rates shall apply
6	Vehicle Rehabilitation Loan	Four (4) month basic salary; repayable in two years at commercial rate

7	Mileage/Kilometric allowance a. Bicycle b. Motorcycle c. Car	Government rates shall apply
8	Risk Allowance	15% of basic salary upon recommendation of Head of Department
9	Extra Teaching Load Allowance	ATU Council approved rates shall apply
10	Marking Allowance	ATU Council approved rates shall apply
11	Industrial Attachment Supervision Allowance	ATU Council approved rates shall apply
12	Industrial Report Marking Allowance	ATU Council approved rates shall apply
13	Research Project Supervision Allowance	ATU Council approved rates shall apply
14	Research Project Proposal Defense Allowance	ATU Council approved rates shall apply
15	Research Project Defense Allowance	ATU Council approved rates shall apply
16	Invigilation Allowance	ATU Council approved rates shall apply
17	Professional Allowance/Allowance in lieu of Professional Practice	Government approved rates shall apply

18	Departmental Duty Allowance	ATU Council approved rates shall apply
19	Project Supervision Allowance	ATU Council approved rates shall apply
20	Book and Research Allowance	Government approved rates shall apply
21	Sitting Allowance	Government approved rates shall apply
22	Off Campus Allowance	Government approved rates shall apply
23	Night Subsistence Allowance	ATU Council approved rates shall apply Note: Prior approval should be sought from the Vice-Chancellor if the 12 days are to be exceeded.
24	Tools Allowance	Government approved rates to apply
25	Day Trip Allowance Payable to employee on excursion, field Trip, and other town trips who return to base	ATU Council rates shall apply

26	Removal Allowance 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
27	Height Allowance i. 30 – 45 meters ii. 46 – 60 meters iii. 61 – 75 meters iv. Every additional 15 meters	Government rates shall apply
28	Local Study Leave	All institutional expenses to be borne by the University. Employee to draw his full salary.
29	Study Leave Book Grant	The cost of relevant books certified by the training institution is to be borne by the University Council
30	Vehicle Loan a. Vehicle Loan (Car) b. Motorcycle c. Bicycle d. Car rehabilitation	ATU Council rate subject to availability of funds Up to twice annual salary in line with Government policy, but subject to availability of funds. Where exigencies of work demand a motorcycle, the loan shall cover the actual cost

31	Furniture Loan Alternating with Fridge Loan	ATU Governing Council approved rates shall apply subject to the availability of funds
32	Fridge Loan Alternating with Furniture Loan	ATU Governing Council approved rates shall apply subject to the availability of funds
33	Housing -Rent Advance	ATU Governing Council approved rates shall apply subject to the availability of funds
34	Staff Education Advance	ATU Governing Council approved rates shall apply subject to the availability of funds
35	Ex-Gratia Award – On the death of the staff	One (1) month basic salary for every one (1) year of successful service. In the case where a staff's service to the University is less than 10 years, nine (9) months basic salary shall be paid to spouse and/or children on the death of staff
36	Ex Gratia Award On voluntary or compulsory retirement of an employee	One (1) month basic salary for every one (1) year of successful service
37	Funeral Grant	To be paid to staff for the loss of spouse or child and shall be determined by the University Council from time to time.

38	Provision of Coffin	On the death of an employee the University Council shall provide a coffin and shroud of 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 hometown in Ghana or be paid an appropriate transport allowance in lieu.
39	Clothing Allowance	10% of monthly basic salary

Sick Leave

Grade of Staff	Maximum Period on full Salary	Maximum Period on Half Salary
Employees with less than one (1) year's continuous service	3 months	3 months

Sick Leave as a result of Accident on the job

Grade of Staff	Maximum Period on full Salary	Maximum Period on Half Salary
Employee with more than one year's continuous service	12 months	12 months

REFERENCES

1. Draft Unified Conditions of Service for Technical Universities 2020
2. Harmonised Conditions of Service for Technical Universities (SM) revised
3. KNUST Senior Members Conditions of Service
4. Koforidua Technical University Senior Members Conditions of Service
5. Accra Technical University Statutes 2018
6. National TEWU conditions of Service

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