

SECTION A
INTRODUCTION

A.1 PRELIMINARY

- 1.1 The Mzuzu University and the Staff Member hereto recognize that the main functions of the University are: -
- 1.1.1 To encourage the advancement and dissemination of learning and research.
 - 1.1.2 To engage in such University education and research as is responsive to the needs of Malawi and Africa.
 - 1.1.3 To provide facilities for higher education for research and for the advancement of knowledge in such branches of learning and study.
 - 1.1.4 To serve all those who seek through its facilities, to avail themselves of and contribute to teaching, research and public service.
- 1.2 It is the policy of the Mzuzu University that there should not be differences amongst staff, whether academic or non-academic with regards to pay or status based upon sex, religion, colour or ethnic origin or opinion, political beliefs and activities.

A.2 OBJECTIVES

- 2.1 The objective of these Conditions of Service is to promote a harmonious relationship between the university and staff members in order to achieve the purpose the University was established for.
- These Regulations, Conditions of Services lay down administrative procedures, rules, regulations, and policy pertaining to the appointment of staff, termination of service, teaching, research and other duties, remuneration, leave, working periods, other benefits and matters pertaining to the Terms and Conditions of Service of staff.

A.3 APPLICATION

- 3.1 These Conditions of Service shall apply to all types of Appointments unless otherwise specifically stated. In signing the contract of employment, the staff member and the University accept to adhere to the Conditions of Service herein as amended from time to time. Ignorance of these Conditions of Service shall not be an excuse. These Conditions of Service shall form part of the contract of employment.

A.4 INTERPRETATION

- 4.1 These Conditions of Service shall be interpreted by the University Registrar who may consult the appropriate authorities for assistance in the interpretation.
- 4.2 Where the staff member is dissatisfied with the interpretation made by the University Registrar, the matter shall be referred to an arbitrator who shall be appointed by the Vice-Chancellor with the agreement of the staff member.
- 4.3 Where the staff member is still dissatisfied, he/she shall appeal to Council. The Council's decision shall be final.

A.5 AMENDMENTS

- 5.1 These Conditions of Service may be amended from time to time with the approval of the University Council.
- 5.2 The University Council, may on its own initiative, add to or amend these Conditions of Service from time to time. After Council has amended these Condition of Service, any staff member, after the expiry of sixty (60) days from the date of the amendment does not raise any objections in writing to the University Registrar on the amendment, shall be deemed to have accepted and be bound by the new, revised or amended Conditions of Service.
- 5.3 The University Council will consult with the Senate and seek its views on the appropriateness of the amendments.
- 5.4 The staff member will be notified of the amendments in writing.

SECTION B

APPOINTMENTS

B.1 ESTABLISHED POSTS

- 1.1 Appointments in the University are made in specific approved established posts as per the approved Budget Document or as detailed in the Register of Staff Establishment.
 - 1.1.1 A uniform system of recruitment and selection is applicable.
 - 1.1.2 No condition of or requirement for an appointment that is in conflict with any legislation of the country shall be applied.
 - 1.1.3 There shall be no discrimination on the grounds of race, religion, politics, culture, ethnicity or sex.
 - 1.1.4 External expertise that may be beneficial to achieving institutional goals may be considered.
 - 1.1.5 Proficiency in English Language is a prerequisite.

B.2 VACANT POSTS

- 2.1 All vacant posts shall be advertised in local and/or overseas papers. Vacant posts of Staff Associates, Assistant Lecturers and Part-Time staff shall be advertised internally and often within the University.

B.3 STAFF APPOINTMENTS

- 3.1 All Appointments shall be offered and accepted in writing
- 3.2 Letters of Appointment shall be sent by the University Registrar to the staff member and until such letter (Appendix 1) is sent and the terms accepted in writing, no contract of appointment shall come into effect.
- 3.3 In signing the letter of appointment, the staff member accepts adherence to the Conditions of Service as amended from time to time.
- 3.4 Appointments will normally be to the lowest point of the scale applicable to the appointment. The award of additional increment will recognize relevant qualifications and experience of the post.

B.4 TYPES OF APPOINTMENTS

- 4.1 Staff Appointments in terms of this section shall be of the following types: -
 - 4.1.1 Probationary appointment leading to Permanent Appointment.
 - 4.1.2 On Contract Appointment for a fixed period.
 - 4.1.3 Temporary Appointment.
 - 4.1.4 Part-Time Appointment.
 - 4.1.5 Secondment from University, Government or Industry.

B.5 PERMANENT APPOINTMENTS

- 5.1 Staff members being considered for permanent appointment are first appointed on probation.

- 5.2 Permanent Appointments shall be made following a successful probationary period of twelve months.
- 5.3 Permanent Appointments are only given to citizens of Malawi who comply with the criteria as laid down herein.
- 5.4 The University Council may, in certain cases, extend the period of probation provided that such period shall not be extended for longer than six (6) months.
- 5.5 No domiciled member of staff over the age of fifty will be offered a permanent appointment. Such member of staff may be offered an appointment on contract basis.

B.6 CONTRACT APPOINTMENT

An appointment on contract shall be one in which: -

- 6.1 The appointment is made for fixed period which shall be clearly stated in the letter of appointment.
- 6.2 The contract is for a stated term of not less than 2 years and not more than 4 years.

B.7 TEMPORARY APPOINTMENTS

- 7.1 Temporary appointment is on a month-to-month basis. Such appointments shall be made as and when it becomes necessary, and will normally be for a period not exceeding twelve months.

B.8 PART-TIME APPOINTMENTS

- 8.1 Appointment on Part-Time is on hourly basis normally not exceeding six hours per week. Appointment on Part-Time basis is similar to temporary appointment except that a staff member on Part-Time appointment is paid on hourly basis.

B.9 APPOINTMENT ON SECONDMENT / TRANSFER

- 9.1 The University may second/transfer any staff member to another post or office for which he/she may be competent on a temporary basis.
- 9.2 If required to serve in a lower capacity such a person shall suffer no loss in remuneration for the period; if serving in a higher capacity a person may be paid an appropriate acting/responsibility allowance as determined by Council.
- 9.3 Council may second any staff member to another institution for a period of time and on conditions as agreed with such an institution.
- 9.4 Appointment on secondment (from the University, Government or Industry) is one where an organization will make a formal request to the University to release its staff member for a fixed period to work in the receiving institution.
- 9.5 A request for secondment/transfer to the service of an outside organisation shall be considered as a privilege and not a right and shall be treated on its own merit.
- 9.6 Secondment conditions shall be subject to negotiations
- 9.7 A staff member on secondment from the University will normally continue to earn his University salary and enjoy all University benefits.
- 9.8 A staff member on secondment to the University will normally be paid a top up salary which shall be the difference between his/her new salary and his/her old salary.

- 9.9 The guiding principles shall include the professional development of the individual member of staff concerned as well as the benefits accruing to the University as a result of the secondment of the member(s) concerned.

B.10 PAYMENT OF SALARIES

- 10.1 A staff member shall be entitled to payment of salary in accordance with the scale approved from time to time by the University Council. The University Council determines the salary scale applicable to any post on the approved establishment (Appendix 2). Salary adjustment shall be made as determined by Council.
- 10.2 The salary notch on which a staff member may be appointed is determined by the job requirements i.e. qualification, relevant experience, specialization, market value and previous salary.
- 10.3 The salary payments shall be paid to staff members monthly in arrears in equal monthly installments and shall be paid on or before the 25th working day of any calendar month unless that day falls on a weekend or public holidays.
- 10.4 A staff member shall be entitled to a written indication of the salary paid to him/her and any deductions made from the salary and the reasons for such deductions.

B.11 ANNUAL SALARY INCREMENTS

- 11.1 Where applicable annual salary increments will be granted on the first day of financial year within each segment'

B.12 MERITORIOUS SALARY INCREMENTS

- 12.1 Meritorious salary increment will be granted depending on staff member's work performance during the previous year.
- 12.2 The responsible officer will prepare an evaluation of each staff member's work performance under his/her control and submit the appropriate form to the Appointments and Promotions Committee three months before the end of financial year.
- 12.3 The Head of Department may recommend to the Appointments and Promotions Committee for a staff member to be awarded a meritorious salary increment in any given year for satisfactory work performance for those who are eligible.
- 12.4 The Head of Department may recommend to the Appointments Committee for a staff to get additional meritorious increment(s) not exceeding two for exceptionally good work performance.

B.13 SALARY ADVANCE

- 13.1 An advance on salary to a minimum of one month's salary of a staff member may be granted on application, provided that such an advance be granted only on submission of acceptable proof in the following instances: -
- 13.1.1 Death of a relative.
 - 13.1.2 Medical costs of the staff member.
 - 13.1.3 Payment of deposit on initially acquiring rented accommodation.
 - 13.1.4 Any other reason as deemed pressing by the applicant.

B.14 PROMOTION

- 14.1 Each staff member has the right to information about the criteria for promotion from one grade to another and the procedure through which such promotions are made.
- 14.2 Normally a staff member will be promoted if he/she holds the minimum entry qualifications for the post to which he/she is to be promoted. In exceptional circumstances, sustained outstanding performance by a staff member may be rewarded by a promotion.
- 14.3 Where a vacancy becomes available, the Head of Department may recommend to the Appointments Committee the promotion of a staff member to a higher grade, provided the staff member qualifies.

B.15 POST-ENTRY QUALIFICATIONS

- 15.1 If a staff member obtains a qualification that entitles him/her to a position on the salary scale which he/she already passed, the Deputy Vice Chancellor/University Registrar will recommend to the Appointments Committee for the award of one salary increment for an Honours degree, two salary increments for a Master Degree and three salary increments for a PhD holder.

B.16 MOVEMENT FROM SCALE TO SCALE

- 16.1 Movement from one salary scale to a higher salary scale is not automatic. A member of staff who reaches the top of salary scale (bar) in a particular salary scale remains at the top of the salary scale until he/she is promoted to a higher salary scale.

B.17 HOURS OF WORK FOR ACADEMIC AND ADMINISTRATIVE STAFF

- 17.1 The hours of work for Academic and Administrative staff shall be those necessary for the performance of the duties of the staff member's office as approved by Council.
- 17.2 During normal working hours as approved by Council staff members shall not occupy themselves with any private matters not of interest to the Mzuzu University or which are contrary to the good order of the University.
- 17.3 Staff members may not be absent from work without consent of their immediate heads.

B.18 FULL-TIME EMPLOYMENT

- 18.1 It is generally understood that Academic and Administrative staff are employed on a full time basis with the University.
- 18.2 Before undertaking any other employment the staff member shall advise the Vice Chancellor of the employment he/she proposes to undertake, and obtain permission before undertaking the work.
- 18.3 The Vice-Chancellor shall not normally give approval unless he/she is satisfied that the acceptance of such employment will not interfere with the duties of the staff member and would not be an embarrassment to the University in its relations with other bodies.

B.19 PLACE OF WORK

- 19.1 The staff member will work at any place assigned to him/her by the University.

B.20 DUTIES AND RESPONSIBILITIES OF STAFF

- 20.1 The staff member shall carry out the duties as spelt out in his/her job description and any other work assigned by the Responsible Officer.

- 20.2 Every staff member shall undertake such duties as may be necessary for the University's objectives. Each member shall do all in his/her power to promote, by teaching and research or otherwise, the advancement of his/her subject. Academic staff, with respect to teaching, examining and administrative work are in the first instance responsible to the Head of the Department, then to the Dean of the Faculty and then to the Deputy Vice-Chancellor and finally to the Vice-Chancellor.
- 20.3 A Dean shall be responsible to the Vice-Chancellor for the academic and administrative co-ordination of his/her Faculty
- 20.4 A Head of Department shall be responsible to the Dean and ultimately to the Vice-Chancellor.

B.21 DUTIES OF ACADEMIC STAFF

- 21.1 To give such lectures, tutorial instructions and conduct such seminars, discussions and other means of instructions as may be required for full-time and part-time students.
- 21.2 To plan and prepare courses for the University.
- 21.3 To conduct research in their respective fields.
- 21.4 To serve on all University Committees which they may be appointed.
- 21.5 To carry out any other duties that may be assigned by the Dean through the Head of Department.

B.22 RIGHTS OF ACADEMIC STAFF

- 22.1 The academic staff shall have the following rights provided that the exercise of such rights is not inconsistent with University policy on such matters: -
 - 22.1.1 To insist upon order and safety in any learning situation
 - 22.1.2 To require those who disturb such order and safety to leave the learning situation.
 - 22.1.3 To exclude persons not registered or approved from courses or research or other facilities of the University.
 - 22.1.4 To rule on the use by students of recording or other equipment in any learning situation.

B.23 RESPONSIBILITIES OF ACADEMIC STAFF

- 23.1 The responsibilities of the Academic Staff are as follows: -
 - 23.1.1 To deal ethically with students with regard to the avoidance of academic or personal discrimination, the fostering of a free exchange of ideas, the principle and procedures of confidentiality and the acknowledgement of any indebtedness to students' assistance in research.
 - 23.1.2 To maintain scholarly interest competence and effectiveness.
 - 23.1.3 Not to cancel or to terminate their lectures except for good reasons where possible, to give their students and the Head of Department notice of such cancellation together with notice of any alternative learning arrangements.

B.24 RESPONSIBILITIES OF THE PRINCIPAL OFFICERS

The Vice-Chancellor

- 24.1 The Vice Chancellor is the Chief Executive of the University
- 24.2 Duties of the Vice Chancellor shall include the following:-
 - 24.2.1 Articulating the vision and mission of the University.

- 24.2.2 Playing an important role in the formulation and implementation of education policy and strategy.
- 24.2.3 Promoting and maintaining the good order and effective working of the University.
- 24.2.4 Taking such action as thought fit relating to the management of the University in the furtherance of its objective.
- 24.2.5 Conferring degrees, diplomas and certificates in the absence or at the request of the Chancellor.
- 24.2.6 Preparing and circulating the Vice Chancellor's Annual report.
- 24.2.7 Acting as chairperson of the Appointments Committee of Council and Senate and its committees.
- 24.2.8 Appointing persons to senior acting positions during a temporary vacancy or the temporary absence from duty of the retaining officer. Such positions include Deputy Vice Chancellor, Dean of Faculty, Head of Department, Director of a Centre, University Librarian, University Registrar, Deputy University Registrar and Director of Finance and Investments.
- 24.2.9 Exercising general disciplinary powers in respect to students.

The Deputy Vice Chancellor

- 24.3 Duties of the Deputy Vice Chancellor shall include the following: -
 - 24.3.1 Overseeing and Coordinating the Academic Administration.
 - 24.3.2 Acting on behalf of the Vice Chancellor in his/her absence.
 - 24.3.3 Act as Chairman of the Assessment Committee.
 - 24.3.4 And those other duties as laid down in Mzuzu University Act and the Statutes.

The University Librarian

- 24.4 The University Librarian is Principal Officer in charge of the University Library.
- 24.5 Duties of the Librarian shall be as have been provided for in the Mzuzu University Act Part V, Section 18 and Statute

The University Registrar

- 24.6 The University Registrar is the chief administrative officer of the University and is directly responsible to the Vice-Chancellor.
- 24.7 Duties of the University Registrar shall be as have been provided in the Mzuzu University Act Part V, Section 17 and Statute IX among which shall include the following: -
 - 24.7.1 Acting as a custodian of all University records and keeper of a register of all members of the University.
 - 24.7.2 Acting as secretary to the University Council
 - 24.7.3 Coordinating constitutional matters in terms of the University Act and Statutes.
 - 24.7.4 Scrutinizing and signing formal documents and agreements on behalf of the University in liaison with the University legal advisers.
 - 24.7.5 Overseeing the administration of the University committee system.
 - 24.7.6 Coordinating the administrative work in all planning aspects of the University.
 - 24.7.7 Deploying and supervising all administrative staff in the University.
 - 24.7.8 Custodian of the University Assets.
 - 24.7.9 Ensuring that arrangements for the admissions and registration of students and academic regulations comply with the University Act and Statutes.
 - 24.7.10 Overseeing and coordinating all University ceremonies.
 - 24.7.11 Performing duties as assigned to him by the University Act, Statutes, and Council or as delegated to him by the Vice Chancellor from time to time.

- 24.8 In addition, he/she shall exercise such powers as may be delegated to him by the Vice-Chancellor and Council to whom he is responsible.

The Director of Finance and Investments

- 24.9 The Director of Finance and Investments is the Principal Officer in charge of finance and investments.
- 24.10 Duties of the Director of Finance and Investments shall be as have been provided for in the Mzuzu University Act, Part V, Section 19 and Statutes VI and XI among which shall include the following: -
- 24.10.1 Preparing and controlling the University Budget.
 - 24.10.2 Supervising the Accounts of the University Office.
 - 24.10.3 Servicing the Finance Committee of the University Council and University investments
 - 24.10.4 Signing requisitions and cheques.
 - 24.10.5 Managing Staff Loans.

The Director of Research

- 24.11 The Director of Research is the Principal Officer in charge of research in the University
- 24.12 Duties of the Director of Research shall be as have been provided for in the Mzuzu University Act Part V, Section 20 and Statute XII among which shall include:-
- 24.12.1 Coordinating research activities
 - 24.12.2 Soliciting funds for research.
 - 24.12.3 Organising research dissemination outlets.
 - 24.12.4 Service Research and Publications Committee

Other Senior Administrative Staff

- 24.13 The Senior Assistant Registrars and the Assistant Registrars shall assist the University. Registrar, as the case may be, and they shall exercise such duties as may be delegated to them by their Head of Department with the approval of the Vice Chancellor.

B.25 APPOINTMENT WITH TENURE

- 25.1 A staff member appointed as an Assistant Lecturer or Lecturer or on a salary scale equivalent to the Assistant Lecturer or Lecturer will be on probation for a twelve-month period from the date of appointment. After a satisfactory completion of the probationary period, a staff member will be confirmed in his/her appointment in writing.
- 25.2 Where the performance of the staff member continues to be unsatisfactory, the staff member will be informed in writing that his/her work performance was unsatisfactory and that he/ she should improve within six months.
- 25.3 If after the expiry of the six months, the staff member's performance does still not improve, his/her appointment will either be terminated or the probationary period will be extended for a maximum period of six months. If he/she still does not improve, his/her appointment will be terminated by giving him/her one month's salary in lieu of notice.
- 25.4 A Master's degree is normally considered as a requirement for all appointment on tenure.
- 25.5 In the event of a staff member failing his/her postgraduate studies, he/she shall revert to his/her former position provided that he/she has a Masters Degree.

- 25.6 On confirmation of the appointment after a period of probation the staff member shall have security of tenure up to the normal age of retirement which is sixty (60) years of age.
- 25.7 A staff member appointed on a salary scale appropriate to Assistant Lecturer and above and does not possess a higher degree shall have security of tenure at the discretion of the University from the date of appointment up to the normal age of retirement.

B.26 CRITERIA FOR APPOINTMENT WITH TENURE

- 26.1 The Dean and Head of Department shall prepare an annual report on each member which shall be submitted to the University Registrar after it has been discussed with the members of staff concerned who shall be obliged to sign purely to signify that he/she has read the report.
- 26.2 Senior Administrative Staff shall have at least one formal meeting per year with the Registrar to discuss the staff member's work performance.

Probationary period for Academic and Administrative staff

- 26.3 Academic and Administrative staff shall be appointed for an initial probationary period of twelve months and if performance is satisfactory, shall be appointed thereafter on a permanent and pensionable basis.

Criteria for Academic Appointment

- 26.4 The criteria to which particular consideration shall be given in deciding whether or not to grant any academic appointment with tenure are the following: -
- 26.4.1 The staff member's professional competence and promise as manifested by his/her career record, his/her teaching performance, his/her research and other creative activities, publications and continuing productivity.
- 26.4.2 Evidence of appropriate response to the reasonable expectations of the staff member's Department, Faculty and the University with respect to administrative and committee work.

B.27 TERMS OF APPOINTMENT FOR STAFF RECRUITED FROM OUTSIDE MALAWI

Terms of Employment

- 27.1 Any professional and/or academic qualifications with relevant experience are criteria for consideration for the appointment.
- 27.2 A non-national staff member may be appointed in accordance with types of appointment as set out in Section B4 of these conditions of Service.
- 27.3 A non-national staff member may be appointed on a specified time contract not exceeding four (4) years in the first instance as an Assistant Lecturer, Lecturer, Senior lecturer, Associate Professor, Professor or equivalent of Academic or Administrative Staff scale.

Annual Review

- 27.4 There shall be an annual review of performance of all staff. Unsatisfactory performance, reported and endorsed by the review committee may result in implementation of termination of service procedures as given in Section L.

End of Contract

27.5 End of contract terms will be those applicable under Section L2.

Gratuity

27.6 Gratuity for a non-national will be calculated on the basis of Section B28.

Termination of Employment

27.7 The University may, on the grounds of disciplinary, redundancy or for reorganizational reasons terminate the employment of the staff member by giving him/her 3 months notice in writing or 3 months salary in lieu of notice. The staff member whose services are terminated will be entitled to passages to his/her home for self, spouse and children in accordance with provisions of Section B27.

27.8 The staff member in a full time post may at any time terminate his or her employment on giving the University 3 months notice in writing, such notice to take effect during a University vacation or to pay 3 months salary in lieu of notice. Where the contractual obligation has not been fulfilled the staff member shall refund the proportional travel cost.

Superannuation

27.9 A staff member who has been a member of the superannuation scheme at the last place of employment or any similar life assurance or endowment policy scheme may arrange to continue payments necessary to remain a member at no cost to the University.

Allowances

27.10 All allowances such as travel, subsistence, holiday grant and mileage are payable as approved by Council.

Holiday entitlement

27.11 A staff member (Professor, Associate Professor, and equivalent status Academic and Administrative staff) shall be entitled to an annual holiday of 36 working days in each period of 12 months beginning on 1st July. All other Academic and Administrative staff shall be entitled to an annual holiday of 30 working days in each period of 12 months beginning on 1st July. Appointments made prior to the 1st July but less than a full calendar shall receive a prorated entitlement. Similarly, for staff members who complete service prior to 1st July will also have a prorated holiday entitlement. In this context “working days” means any day other than Saturday, Sunday and Public Holidays.

Holidays and University Vacations

27.12 Holidays will normally be taken during vacations.

27.13 Holidays may be added to terminal leave of paid in lieu but may not be carried forward to a new contract.

27.14 Holidays may be accumulated to a maximum of 60 days to the limitations of paragraph 27. 11 above.

27.15 During the period of University Vacations when the staff member is not on authorized leave, he/she shall be available for duty.

27.16 The appointment is deemed to have been completed on the last day of residential service on which day all terminal benefits are payable or where the appointment has been terminated under the provision of “Termination of Appointment”.

Passage

- 27.17 In this Agreement ‘children’ means (unless otherwise stated) children under eighteen years of age who are unmarried and wholly dependent on the staff member, and ‘passage’ means the cost of conveyance by the cheapest available means.
- 27.18 Where a child is eligible for ‘student rate’ of travel the University liability will be limited to this rate provided that when the family traveling together makes a stopover which precludes the child traveling at the ‘student rates’ that University may provide normal passage as defined in (a) above.
- 27.19 The University shall provide the Staff member on appointment with a passage from his/her place of domicile or place of recruitment to Malawi for himself/herself, and if married, for his/her spouse and children, if any. If passage on appointment for Staff member’s spouse and children, if any are not taken at the same time as the Staff member’s passage, then the University must be informed in writing.
- 27.20 The University shall in the following circumstances provide the Staff member with a passage back to this place of domicile for himself and if married, for his wife and children, if any, whether or not they precede him: -
- 27.20.1 subject to the provisions of the clause on “termination of Appointment” on the completion for the appointment provided that the passage or passages are taken within two months of the date on which the Staff member ceases duty in Malawi.
- 27.20.2 if the Staff member is invalided out, before the completion of the appointment in terms of the clause on “Invaliding out” provided that the passage or passages are taken within two months of termination for the appointment.
- 27.21 Where a Staff member is eligible for passage the Staff member and or eligible member of his/her family with baggage shall: -
- 27.21.1 be required to travel by the most direct route except where for exceptional reasons the University decided otherwise.
- 27.21.2 in case where the University will be responsible for fares, Staff members shall travel by a Malawi carrier where possible.

B.28 CONTRACTS AND GRATUITIES

Contract Terms

- 28.1 Appointment on contract terms shall be made for a period specified in the contract.
- 28.1 Contract periods are expressed in years and eligibility for gratuity is given in academic year.
- 28.3 A ‘year’ is twelve calendar months; and ‘academic year’ is the period between the first days of the first University semester and the last day of the University semester.
- 28.4 The University makes a further concession where a Staff member, who was ready to take up his/her appointment has been specifically asked in writing by the University to delay his/her arrival. In such cases the period of service required for eligibility for gratuity may be reduced by the period of delay requested by the University.

Gratuity

- 28.5 On completion of an appointment the University will pay a gratuity based on the salary paid to the Staff member by the University.
- 28.6 Gratuity is subject to the taxation Laws of Malawi.

Leave passage

- 28.7 For an aggregate of two academic years' continuous service (a minimum of twenty-two calendar months), no leave passage having been taken, gratuity of 15% (fifteen per cent) of the salary will be paid by the University.
- 28.8 For an aggregate of three academic years continuous service (a minimum of thirty-four calendar months), no leave passage having been taken, a gratuity of 25% (twenty five per cent) of the salary will be paid by the University.
- 28.8.1 on completion of service in a contract of not less than two years the staff member shall be entitled to 60 (sixty) days terminal leave.
- 28.8.2 on completion of service in a contract of three or more years the staff member shall be entitled to 90 or 120 (ninety or one hundred and twenty) days terminal leave.

B.29 RENEWAL AND EXTENSION OF CONTRACTS

- 29.1 Contracts may be renewed/extended at the discretion of the University.
- 29.2 The University and the Staff member shall make their intentions known on whether the contract will be renewed or extended or not at least six months before the expiry of the original contract.
- 29.3 Not less than 3 months prior to the termination of the stated period, the parties shall approach each other with a view to ascertain if the contract is to be renewed.
- 29.4 The Staff member shall advise his Head of Department if he/she wishes to renew the contract or not.
- 29.5 The University shall advise the Staff member if it wishes to renew the contract or not.
- 29.6 Both parties shall, if the answer is in the affirmative, attempt to negotiate a further contract.
- 29.7 If the Staff member has not accepted in writing the University's offer within 30 days after the offer of renewal, the University may regard its offer as having lapsed.

SECTION C

LEAVE PASSAGE FOR CONTRACT STAFF

C.1 LEAVE PASSAGE FOR CONTRACT STAFF RECRUITED FROM OUTSIDE MALAWI

- 1.1 A Leave Passage shall consist of passage from Malawi to the Staff member's place of domicile and return, for the Staff member, and if married, for his wife and children, if any, resident with him in Malawi.
- 1.2 During a two year contract the Staff member is not entitled to a leave passage.
- 1.3 During a three or four year contract the staff member is entitled to one leave passage.
- 1.4 A Staff member shall not be entitled to more that one passage in any one contract unless it is clearly in the interest of the University to grant more than one such passage the decision in such matter resting solely with the University.
- 1.5 Where a Staff member takes a leave passage he/she shall be entitled to absence of not less than 7 (seven) weeks (to be taken normally during a vacation at a time agreed by the University). Such absence shall not affect the Staff member's entitlement to terminal leave.

- 1.6 During the engagement the University shall provide for Staff who are ineligible or benefits under Schemes or otherwise.

C.2 SPONSORED STAFF

- 2.1 Staff who is supplemented by donor agencies will be provided with privileges not provided for already by the agency and the University will demand documentary evidence from the staff concerned.

C.3 TRANSPORT FOR CONTRACT STAFF RECRUITED FROM WITHIN MALAWI

- 3.1 The University shall provide on first appointment the cost of transport by surface travel between staff member's home and the University, and if married, their spouses, dependent children under age of eighteen years, if any, provided that they accompany them within nine months of the date of first appointment, and the cost of transport by surface carriage of household effects at the rate approved by Council.

C.4 BAGGAGE ALLOWANCE

- 4.1 Where the staff member is entitled to passages on first appointment and at the end of the engagement, he/she is entitled to reimbursement of baggage expenses between the staff member's home equal to four-fifth of the economy airfare, and an amount equal to one and three-fifths of a single economy airfare.
Baggage may include personal effects, household equipment, and a motor vehicle.
Reimbursement may be for all cost concerned with the transport of baggage excluding insurance and customs charge.
- 4.2 On proceeding on leave other than terminal leave, the staff member is entitled to reimbursement of the cost of transporting unaccompanied baggage at the rate of 20 (twenty) kilograms for him/herself and 60 (sixty) kilograms for the other members of his/her family.
- 4.3 When a staff member enters into a new contract immediately after his/her previous contract has ended, the baggage allowance before termination of the previous contract and the leave baggage allowance will normally fall a way and be replaced by a baggage allowance in the new contract.

SECTION D

LEAVE PASSAGE FOR MALAWIAN STAFF

D.1 LEAVE GRANT

- 1.1 Once in each period of twelve (12) months, the staff member appointed on permanent terms shall be granted leave grant at the applicable rates approved by Council from time to time.
- 1.2 Leave grant shall be reviewed regularly based on cost of living.
- 1.3 Staff member on full contract shall receive leave grant

D.2 ABSENCE DURING UNIVERSITY VACATION

- 2.1 Absence during vacations shall be by arrangement between the staff member and the Head of Department. The staff member may be required to remain in residence during vacations or portions thereof, unless they apply for leave.

D.3 TYPES OF LEAVE

Leave in Mzuzu University shall be of the following types: -

- 3.1 **Vacation Leave**
Vacation or Annual Leave shall mean leave granted to domiciled staff in order for him/her to take a vacation.
- 3.2 **Local Leave**
Local Leave shall mean leave granted to non-domiciled Staff in order for him/her to take a vacation.
- 3.3 **Maternity Leave**
Maternity Leave shall mean leave granted to a female staff member in order for her to have a baby and nurse her baby.
- 3.4 **Compassionate Leave**
Compassionate Leave shall mean leave granted to a staff member in order for him/her attend a funeral of a very close relative.
- 3.5 **Sick Leave**
Sick Leave shall mean leave granted to a staff member who is sick and is unable to perform his/her duties. The sick leave may also be used for recuperation.
- 3.6 **Leave for further training**
Leave for Further Training shall mean leave granted to a domiciled Staff member to pursue a higher degree or post-graduate diploma/certificate, except for Staff Associates who are covered under separate Conditions of Service.
- 3.7 **Study Leave**
Study Leave shall mean one term leave granted to a Staff member in order that he/she can do private study and or research.
- 3.8 **Sabbatical Leave**
Sabbatical Leave shall mean leave granted to a Staff member in order for him/her to do research and/or acquaint himself/herself with new ideas and techniques in his/her area of specialization and such leave shall be limited to one year only.
- 3.9 **Leave of Absence (Leave without pay)**
Leave of Absence shall mean leave granted to a Staff member without pay in order for him/her to take up alternative paid employment whilst still an employee of the University.
- 3.10 **Examination Leave**
Examination Leave shall mean leave granted to a Staff member in order for him/her to write examinations recognized by the University.

3.11 Leave for Sport and Cultural Activities

Leave for Sports and Cultural Activities shall mean leave granted to a Staff member in order for him/her to represent Malawi or the University nationally or internationally in a recognized and organized sport or cultural activity.

3.12 Leave of Absence to Attend Seminars or Conferences

Leave to attend seminars or conferences shall mean leave granted to a Staff member in order for him/her to attend a seminar or a conference recognized by the University.

3.13 Leave to Accept Public Office

Leave to accept Public Office shall mean leave granted to a staff member in order for him/her to be elected to Government or accept public office.

3.14 Terminal Leave

Terminal Leave shall mean leave granted to a contract Staff member on the completion of his/her prescribed contract.

D.4 GENERAL RULES ON VACATION LEAVE

4.1 The Staff member on Vacation Leave shall be entitled to full salary.

4.2 Except with the written permission of the Vice Chancellor no Academic and Administrative Staff member shall proceed on leave other than during the vacation period.

4.3 Accrued vacation leave for Staff on permanent and pensionable terms will be assumed to have been taken during the long vacation between academic years unless specific written permission is obtained from the Vice Chancellor requiring the presence of that individual Staff member during the long vacation. Such leave should be applied for in the normal way by Staff concerned so that a record can be kept for accounting purposes.

4.4 No Staff member may accumulate more than two years entitlement except with express permission of the University Registrar. A member who has accumulated two years entitlement and who is not expressly requested by the Vice Chancellor in writing to be on official duty shall cease accumulating leave over and above the stipulated maximum.

4.5 Subject to the exigencies of the service, the University Registrar may permit a Staff member on first appointment and on probation to proceed on leave following the completion of six months of his/her leave earning period of residential service with the University.

D.5 VACATION/ANNUAL LEAVE

5.1 Academic Staff member appointed on permanent, contract, secondment and temporary or part-time appointment do not have a specified number of leave days as these Staff members take their vacation leave when the students are away on vacation.

5.2 Administrative Staff on permanent appointment are entitled to 30 working days per academic year.

5.3 Administrative Staff on Temporary Appointment are entitled to 12 working days per academic year.

D.6 VACATION LEAVE CONVERTED TO CASH

6.1 Vacation/Annual leave shall be converted to cash payment under the following circumstances: -

- 6.1.1 retirement
- 6.1.2 death
- 6.1.3 Retrenchment
- 6.1.4 Resignation
- 6.1.5 Discharge

6.2 The cash payment shall be for the total credit days as at last working day.

D.7 LEAVE DAYS ON ABSCONDMENT

- 7.1 The University shall not pay a Staff member any leave days to his/her credit if he/she has absconded from duty.

D.8 MATERNITY LEAVE

- 8.1 Female members of Staff are entitled to a maternity leave with full pay for a period of three months. If after the expiry of the three months of maternity leave, the Staff member requests for the continuation of maternity leave, and produces a medical certificate about her own health in support of the request, the Staff member may be granted up to three months sick leave on half pay.
- 8.2 Maternity leave can only be granted once every two years otherwise maternity leave will be without pay if taken in two consecutive years.

D.9 COMPASSIONATE LEAVE

- 9.1 Compassionate leave may be granted to a member of Staff in the event of serious illness or death of a close relative.
- 9.2 All applications for compassionate leave must give full details of the grounds for the application. Supporting documents may be attached to the application.
- 9.3 Compassionate leave may be granted for a maximum period not exceeding five working days in the case of locally recruited staff and ten days in the case of non-national staff on full salary and allowances. If the leave granted is more than the amount of leave standing to the member's credit, the excess will be taken as leave without pay.
- 9.4 In the event of serious illness or death of a close relative of a Staff member, leave of absence may be granted as requested by the Staff member. The number of days taken will be debited against vacation leave accrued.

D.10 SICK LEAVE

- 10.1 The University will grant up to six months leave on full pay, provided that the illness is supported by a Doctor's report.
- 10.2 Sick Leave beyond six months up to a maximum of another six months will be on a half pay, thereafter it will be on no pay. Provided that the illness is supported by a Doctor's report, the Staff member may be retired on medical grounds.
- 10.3 The Staff member shall advise the University Registrar as soon as possible that he/she will not be available on account of illness. The following procedures shall be adopted: -
- 10.3.1 In the event of the absence of any Staff member exceeding 5 days, a medical certificate shall be produced within a reasonable period of such absence and at intervals not exceeding one month.
- 10.3.2 A Staff member upon discharge from hospital or similar institution shall submit a medical certificate.
- 10.3.3 Upon discharge a Staff member shall obtain a medical certificate of fitness to resume work if and when requested by the University.
- 10.3.4 If a member of Staff falls ill while on leave the period of illness will count as ordinary leave. If his/her return to duty is likely to be delayed he/she must inform the University Registrar promptly and arrange for a medical certificate to be sent as soon as possible. If the member's leave has to be extended because of illness, the period of extension will count as ordinary leave.
- 10.3.5 Employment should not be terminated on medical grounds unless there is medical certificate that the employee is incapacitated. Termination of employment shall be based on a medical certificate.
- 10.3.6 Members of Staff are entitled to sick leave only for themselves. A member of Staff who absents himself/herself from duty because of illness of a child, spouse/husband or relative must apply for ordinary leave or Compassionate Leave.
- 10.3.7 Non-national members of Staff are eligible for sick leave in accordance with the provisions of their Conditions of Service except that they are allowed only up to three (3) months sick leave on full pay and for the next three (3) months on half pay.

D.11 LEAVE FOR FURTHER TRAINING

The following conditions shall apply in respect of Leave for Further Training: -

- 11.1 All Malawian Academic and Administrative Staff will be entitled to Leave for Further Training after they have been confirmed in their appointments.
- 11.2 The Head of Department will recommend to the Deputy Vice Chancellor or to the University Registrar as the case may be, the Staff who should proceed on further training and if the Deputy Vice Chancellor or the University Registrar is satisfied the programme of study is relevant to the Staff member's duties he/she will recommend to the Vice Chancellor for submission to the Staff Development Committee.
- 11.3 During the period when a Staff member is undergoing further training s/he will continue to be on salary for such period as may be determined from time to time.
- 11.4 The length of leave for further training will depend on the length of the proposed study programme but shall not exceed two years in the case of Master programme. The Staff Development Committee may however, consider extension of the period in exceptional cases.
- 11.5 All Staff members proceeding for further training shall be bonded sign an agreement with the University.
- 11.6 In the event of a Staff member breaking the agreement, he/she shall be required to refund the University the total salary paid to him/her during the period he/she was on leave for further training, including all expenses incurred by the University in facilitating his/her further training.
- 11.7 Where housing is available, spouse of Staff member proceeding for further training shall be entitled to remain in a University house for a maximum of three months, and the University shall recover the rentals from the Staff member's salary. Thereafter the University shall provide transport to the spouse to the required destinations in Malawi.

D.12 STUDY LEAVE

The following conditions shall apply in respect of Study Leave: -

- 12.1 Study Leave is granted for the purposes of study and or research. Study Leave is applicable to Staff members whose appointments have been confirmed as permanent or are on contract of not less than two years.
- 12.2 During the period when a Staff member is undergoing further training s/he will continue to be on full salary for such period as may be determined from time to time by the Council.
- 12.3 The length of leave for further training will depend on the length of the proposed study programme but shall not exceed two years in the case of Masters programme. The Staff Development Committee may however, consider extension of the period in exceptional cases.
- 12.4 All Staff members proceeding for further training shall sign an agreement with the University for two years following a completion of their studies.
- 12.5 In the event of a Staff member breaking the agreement, he/she shall be required to refund to the University the total salary paid to him/her during the period he/she was on leave for further training, including all expenses connected in facilitating his/her further training.
- 12.6 Upon return from further training the University shall pay for 40 kg of excess luggage.

D.13 SABBATICAL LEAVE

The following conditions shall apply: -

- 13.1 Sabbatical Leave is a privilege and not a right.
- 13.2 Study/Sabbatical leave may be granted at the rate of 3 months for each three (3) calendar years of active service, but not normally before the Staff member has served for 4 years.
- 13.3 One academic year's Study/Sabbatical leave may be granted after five (5) years of active service, provided that such leave has not been taken during the preceding 5 years.

- 13.4 Until the required qualification period has been served the Staff member has no eligibility.
- 13.5 On application by the Staff member the Head of Department will recommend to the Deputy Vice Chancellor, or to the University Registrar, as the case may be, the Staff member who should proceed on Sabbatical Leave, and if the Deputy Vice Chancellor or the University Registrar is satisfied that the programme of study is relevant to the Staff member duties he/she will recommend to the Vice Chancellor for submission to the Staff Development Committee.
- 13.6 The alternative of three months Study Leave and a year's Sabbatical Leave are mutually exclusive and qualifying service count for one or the other but not for both.
- 13.7 Qualifying service is not accumulated, so that the qualifying period is five years for one year Sabbatical Leave and the staff member has served for six years before taking Sabbatical Leave he/she may not carry forward one year's qualifying service and go on Sabbatical Leave after further four years.
- 13.8 Sabbatical Leave is not accumulated and if the entitlement is and if the entitlement is not taken it may not be added to any subsequent period of Sabbatical Leave.
- 13.9 The Staff member shall receive full salary during the period he/she is on Sabbatical Leave. The University shall, with prior agreement, meet costs of economy airfare ticket and baggage at two-fifth of one economy airfare. The University shall also meet costs of airfare for the spouse accompanying the Staff member.
- 13.10 Although Sabbatical Leave is an entitlement it may be taken only for a programme of study or research and at a time approved by the Staff Development Committee. Approval can be withheld if the Staff member's absence would adversely affect the running of the University.
- 13.11 Where a staff member on Sabbatical Leave has been recalled by the University before his/her period of Sabbatical leave has expired and this has resulted in the Staff member concerned suffering hardship he/she shall be paid expenses incurred in the process and be compensated with another period of sabbatical leave in addition to whatever may be agreed with the Staff Development Committee.
- 13.12 Staff member intending to proceed on Sabbatical Leave shall be required to give at least 6 months' notice of his/her intention to take Sabbatical Leave.
- 13.13 A staff member shall not be disentitled to Sabbatical Leave on the grounds that he/she shall receive remuneration where he/she has taken his/her Sabbatical Leave.

D.14 LEAVE OF ABSENCE

The following conditions shall apply in respect of Leave of Absence

- 14.1 Leave of absence without pay, full pay or part pay may be considered at any time on an individual basis for prescribed periods, normally for not more than 4 (four) years.
- 14.2 On application for Leave of Absence by a Staff member, the Head of Department will recommend to the Deputy Vice Chancellor or to the University Registrar as the case may be, and the Deputy Vice Chancellor or the University Registrar after satisfying himself/herself that during the Staff member's absence the services will not suffer, will recommend to the Vice Chancellor for submission to the Appointments Committee and University Council.
- 14.3 During the period the Staff member is on Leave of Absence he/she will not be on salary or be entitled to any privilege and he/she will be fully responsible for contributing to the University Superannuation Scheme, i.e. he/she will pay his own contribution and that contribution which would otherwise have been paid by the University.

D.15 EXAMINATION LEAVE

- 15.1 Any Staff member may be granted leave to sit for an examination recognized by the University Council. The leave may be granted for the working day on which the actual examination takes place plus the working day immediately prior to the day on which the examination takes place, provided that no examination leave is granted for a re-examination leave that has previously been granted. In such a case vacation leave or leave without pay may be granted.

D.16 LEAVE FOR SPORTS AND CULTURAL ACTIVITIES

- 16.1 A Staff member may be granted special leave with full pay if he/she represents Malawi or the University, nationally or internationally in a recognized and organized sport or cultural activity which is recognized by University Council, as a participant or manager/trainer; provided that the leave shall be valid only for the actual period scheduled for the tour or tournament plus reasonable traveling time (if the event is not held in the near vicinity of his/her station); provided further that any additional leave shall be deemed to be vacation leave.

D.17 LEAVE OF ABSENCE TO ATTEND SEMINARS OR CONFERENCES

- 17.1 Leave of Absence to attend conferences, seminars or academic functions may be granted with the approval of the Vice Chancellor.
- 17.2 Application for such leave, setting out the nature, venue and the time of such leave, shall be submitted in the first instance to the Head of Department who shall make such recommendations to the Vice Chancellor, whose decision shall be final.
- 17.3 The Vice Chancellor, prior to giving approval, shall have to be satisfied that adequate provision has been made for the teaching responsibility of the Staff member on leave and for the continued supervision of students during the period of such leave.
- 17.4 The Staff member shall be obliged upon his return from leave of this nature to submit a report to the Vice Chancellor on the seminar or conference and his/her participation in such seminar or conference.

D.18 LEAVE OF ABSENCE TO ACCEPT PUBLIC OFFICE

- 18.1 The Staff Member shall be free to enter public life in the service of Malawi and seek elected Government office, or to accept a nomination for a Government position.
- 18.2 Such Staff member shall be expected to communicate his/her intention in writing to the Vice Chancellor through the Head of Department and the Deputy Vice Chancellor or the University Registrar and to ascertain arrangements that may be required for his/her replacement during the period of his/her absence from the University.
- 18.3 The Staff member may be granted leave of absence without pay and other University benefits, for a continuous period that shall normally not exceed 5 years. Leave to Accept Public Office shall not count as service in the University.
- 18.4 Such Staff member granted Leave of Absence to Accept Public Office shall make his/her own arrangements towards the contribution to the University Superannuation Scheme.
- 18.5 Unless otherwise agreed by the University, if such Staff member wishes to continue in public life and/or Government Office after such period of 5 years, he/she shall normally be required to submit his resignation to the University. If he/she does not so resign from the University, he shall be deemed to have vacated his appointment.

D.19 LEAVE TO CARRY OUT SHORT-TERM CONSULTANCIES AND PART-TIME TEACHING

The following related to the undertaking of private work; consultancies, part time teaching and apply to all Staff Members except so far as otherwise provided by the Council or other contract of service of a Staff Member and shall be subject to variation by the Council.

- 19.1 No Staff Member shall undertake private work save in accordance with the following provisions. The object of permitting private work to be undertaken is to give Staff Members the opportunity of acquiring experience, keeping in touch with their profession, keeping abreast of their subject, assisting public bodies or government departments or making use of their skills for the benefit of the larger community, thus ensuring that the University makes a contribution to development. As such private work will be encouraged and facilitated provided that the work is not detrimental to the Staff Member's University duties.
- 19.2 Reports as a consequence of approved consultancies and other private work will be taken into account when assessment is made of an individual's promotion application.
- 19.3 A Staff Member wishing to undertake private work other than that noted in Paragraph 19.5 shall apply in writing for permission to do so. Such application shall be made, in the case of a head or acting head of a Department, to the Vice-Chancellor and, in the case of any other Staff Members through the head of his/her Department, who shall submit the application together with his/her comments to the Vice-Chancellor. Such application shall be supported by the following information concerning the private work to be undertaken;
 - 19.3.1 the nature of such work,
 - 19.3.2 the name and address of the person, firm or body on whose behalf such work is to be undertaken,
 - 19.3.3 the approximate amount of time to be devoted to such work; and whether such time will be during normal working hours,
 - 19.3.4 the approximate period over which such work is likely to be extended,
 - 19.3.5 the extent, if any, to which use will be made of materials, apparatus, equipment, or central services belonging to the University or the services of any of its staff in carrying out such work.,

- 19.3.6 the remuneration offered or expected by the member for such work; and such other information as the Vice-Chancellor may require.
- 19.4 The Vice-Chancellor shall have the power to grant the application referred to in paragraph 19.3, upon such terms and conditions as she/he may deem fit, or refuse such application. Any permission granted by the Vice-Chancellor shall be conveyed in writing and copied to the relevant head of Department.
- 19.5 Fees and Royalties arising from the following work may be undertaken or carried out by any member without any permission being required in terms of paragraph 19.3. Remuneration from the following will not be subject to a percentage payment to the University.
- 19.5.1 The publication of a book or article, the editorship of a learned or technical journal.
- 19.5.2 A public lecture or the acceptance of an appointment as an external examiner of another University or any other institution approved by the Vice-Chancellor for the purpose of this sub-paragraph.
- 19.5.3 The holding of Directorship or Board Membership.
- 19.5.4 The broadcasting by radio or television of any programme of an educational nature, provided that no such broadcasting by radio or television is on a regular basis. In such a case the Staff Member shall apply for permission in terms of paragraph 19.3.
- 19.6 Other than for work of the nature given in paragraph 19.5, a percentage of the remuneration under the auspices of an organisation outside the University will be paid to the University.
- 19.7 Provided the remuneration is paid, the period of the consultancy/part-time teaching, will not be deducted from the Staff Member's annual leave allowance.
- 19.8 Where a Staff Member has been granted permission to undertake private work in terms of paragraph 19.4, the following provisions shall apply.
- 19.8.1 Upon completion of such work or payment of fees whichever shall first occur, a Staff Member shall submit to the Accountant, through the Head of Department, an account covering his/her fees and disbursements in respect of the work.
- 19.8.2 In the event of a Staff Member having used University facilities, materials and equipment for which a specific charge has been prescribed, and/or the services of being deducted from the gross fee received.
- 19.8.3 If during the course of such work there has been any substantial change in the information furnished by the member in terms of paragraph 3, the Staff Member shall notify the Vice-Chancellor of such change in writing at the earliest opportunity.
- 19.9 Any report which may be issued by a Staff Member in respect of private work undertaken by him/her shall be solely on the authority and responsibility of the staff member. The name of the University shall not be used or associated with such report, except at the discretion of the Vice-Chancellor.
- 19.10 Unless the Vice-Chancellor grants him/her permission in writing, a Staff Member shall not employ a student during the academic session in a private capacity.
- 19.11 No Staff Member shall be permitted to advertise publicly with a view to seeking or obtaining private work.
- 19.12 A Staff Member wishing to accept office as a Director of a private company or accept office as a Board Member with or without any remuneration, shall be entitled to accept such office subject to such member disclosing to the Vice-Chancellor in writing the nature and conditions of such office and satisfying the Vice-Chancellor that the acceptance of such office will not adversely affect his/her University duties.
- 19.13 Any permission granted in terms of section D19 may be withdrawn at any time by the Vice-Chancellor. The Vice-Chancellor will rely on Heads of Department to limit the amount of time spent away from the University, and to recommend the withdrawal of a permission to undertake such work if it becomes detrimental to the Staff Members' responsibilities towards the University.

D.20 TERMINAL LEAVE

- 20.1 Terminal leave in respect of service for contract Staff shall be the numbers of leave days not taken.

SECTION E

MEDICAL BENEFITS AND MEDICAL BOARD

E.1 MEDICAL FITNESS

- 1.1 All appointments shall be made subject to the Staff member being certified to be medically fit by an approved medical practitioner.

E.2 MEDICAL AND DENTAL TREATMENT

- 2.1 The Staff member and his/her immediate family while in Malawi shall voluntarily participate in a contributory medical scheme.

E.3 MEDICAL BOARD

- 3.1 If a Staff member is prevented by illness, whether physical or mental from satisfactorily carrying out his/her duties, the Council may appoint a medical board consisting of at least three medical specialists.
- 3.2 Such specialists will examine the Staff member who shall be obliged to submit to such examination and undergo such tests as may be prescribed by the medical specialists.
- 3.3 The medical specialists shall be required to submit their report to the Council and after considering such report, the Council shall have the power to terminate the appointment of such Staff member if it thinks fit, upon making the appropriate payment or giving the appropriate notice.

SECTION F

TRAVEL

F.1 TRAVELLING AND TRANSPORT CLAIMS (DUTY MILEAGE) WITHIN MALAWI

- 1.1 Reimbursement of expenses while traveling on University business using motor vehicles as authorized by the University Registrar/Deputy Vice Chancellor at 50% cost of fuel per litre multiplied by total number of kilometers covered round trip.

F.2 LOCAL TRANSPORT FOR FAMILY MEMBERS

- 2.1 The staff member shall contribute a fare for his/her family member who shall regularly use scheduled University transport whenever it is available at a rate to be determined by Council from time to time.

F.3 TRAVEL OUTSIDE MALAWI

- 3.1 The staff member shall notify the University in writing before traveling outside Malawi and shall provide the information necessary for the University to communicate with him/her while he/she is out of the country.

F.4 EXTERNAL TRAVEL ON UNIVERSITY BUSINESS

- 4.1 Unless superseded by circulars, the University shall pay the staff member traveling on official University business abroad as follows:
 - 4.1.1 Air ticket - will be business class for the Vice Chancellor and Deputy Vice Chancellor, and economy class for other categories of staff.
 - 4.1.2 Subsistence allowance for fully funded external trips – staff member shall be entitled to a top-up allowance at the prevailing Malawi Government rates.
 - 4.1.3 Subsistence allowance for University sponsored trips – staff member shall be entitled to allowances at the prevailing Malawi Government rates.

SECTION G
ALLOWANCES

G.1 ACTING ALLOWANCE

- 1.1 The University shall pay an acting allowance to a staff member who has been assigned duties of a higher grade without the Staff member being promoted as long as the post is vacant or the incumbent is absent for a period exceeding six weeks.
- 1.2 An acting allowance will only be considered when a staff member acts in an established post of which the minimum salary scale of the post in which he/she acts is greater than the actual salary of the acting Staff member.
- 1.3 The staff member so appointed to act shall be informed in writing and shall receive the difference between his/her salary and the entry point of the salary of the post he/she is acting in for the whole of the acting period.
- 1.4 An acting allowance will be paid only if the University Registrar has given or requested prior approval in writing for the Staff member to act.
- 1.5 The Head of Department shall inform the University Registrar in writing prior to making the arrangement for the Staff member to act.

G.2 RESPONSIBILITY ALLOWANCE

- 2.1 The University shall pay a Responsibility Allowance to a Staff member who has been informed in writing to discharge duties which are clearly in excess of those which are stipulated in his/her job description.
- 2.2 A Responsibility Allowance will not be paid for a period of less than four (4) weeks.
- 2.3 A Responsibility Allowance will not normally be paid for a period exceeding 4 months, except where annual Responsibility Allowance have been approved by the Vice Chancellor.
- 2.4 A Responsibility Allowance will be assessed separately in each case and will take into account any sharing of responsibility and any support, guidance and advice available from other Staff members.
- 2.5 Responsibility Allowance shall be at 25% of the Staff member's present gross salary per month.
- 2.6 No Responsibility Allowance will be paid unless authorized by the University Registrar. Such an allowance will be paid only if the University Registrar has given or requested prior approval in writing for the Staff member to discharge extra responsibilities.

G.3 TRAVEL AND SUBSISTENCE ALLOWANCE

- 3.1 The University may pay the full cost of bed and breakfast at a hotel, motel or lodge for academic and administrative members of Staff.
- 3.2 A Staff member who elects not to stay in hotel, motel or lodge will be entitled to payment of full subsistence allowance as determined by Council from time to time

G.4 FRINGE BENEFITS

- 4.1 The University will provide the fringe benefits to eligible Staff at rates approved by Council from time to time.

G.5 MZUZU UNIVERSITY TUITION FEES

- 5.1 The spouse and up to four dependent children (as defined in the Terms and Conditions of Service) of a member of staff shall be exempted from payment of tuition fees for a University programme or for auditing any University course of study, provided they have been properly admitted and registered and are not eligible for sponsorship and provided further, in the case of auditing, they have permission from the Head of Department.

SECTION H
FURTHER TRAINING

H.1 IN-SERVICE TRAINING

- 1.1 The University shall provide in-service training as required and may instruct any Staff member to undergo training or further training.

H.2 SALARY PAYMENT WHILE ON TRAINING

- 2.1 A Staff member may be considered for further training on completion of two consecutive years of service or at the discretion of the University Council.
- 2.2 A Staff member who is sent on long term full time training abroad or locally by the University receives his/her full salary for the whole period of further training which may last between one to two years for Masters degree and three to four years for PhD. Any extension to an agreed period of training should be with the University's consent.

H.3 COMMITMENT

- 3.1 A Staff member who has been sponsored by the University for further training, will be required to sign an agreement with the University bond, which will bind him to work for a period of not less than the period spent on training on his return or pay the total cost of the training to the University if he/she wishes to resign before working for said period.

H.4 SPONSORSHIP

- 4.1 A Staff member who, on his/her own, secures sponsorship for further training whether abroad or locally, may be granted paid leave for further training provided he/she signs an agreement with the University to return to the University.

SECTION J

LOANS AND ADVANCES

J.1 CONDITIONS FOR LOANS

- 1.1 A staff member will be entitled an advance. The decision to grant or refuse an advance shall rest solely with the University Registrar under such conditions as he/she thinks fit. The advance will normally not exceed three months salary of the employees.
- 1.2 An advance will be made when repayments on an advance of the same type has been paid off.
- 1.3 No advance will be made if the required deductions from salary would, in conjunction with any other deductions, exceed half the amount of the monthly salary.
- 1.4 Where the University makes a loan to Staff member to purchase a vehicle, a motor cycle, other articles, the vehicle or other article is ceded to the University and remains the property of the University until the loan is repaid in full.
- 1.5 If the purchase price of the vehicle or article is in excess of the amount of the University's loan, the Staff member must be in possession of the cash to make up difference.
- 1.6 Any excess in the purchase price of vehicle or article over the loan made to a Staff member will be paid by the Staff member to the University and the University will pay the supplier direct the full purchase price of the vehicle or article.
- 1.7 Maintenance of a comprehensive insurance policy to the value of the outstanding loan is a requisite of any car or motorcycle loan and the original insurance policy and subsequent renewals must be produced to the certifying officer.

J.2 MOTOR VEHICLE LOAN

- 2.1 A Staff member may be granted a loan for the purchase of a motor vehicle of a sum not exceeding 4/5 (four-fifth) of the Staff member's annual salary provided that where the member does not hold a valid full driving license a loan may be made only where the Staff member employs a fully qualified driver full time until the loan has been repaid, or the Staff member becomes the holder of a valid full driving license, whichever is sooner and produces evidence of that driver's current license and employment.
- 2.2 The loan will be recovered within the period of the contract for Staff employed on contract and seventy-two (72) months for Staff employed on permanent terms, including deductions from any payments due, and interest will be charged at the rate of ten percent (10%). The Staff member may be requested to use the vehicle when traveling on University business.

J.3 CONDITIONS FOR MOTOR VEHICLE LOAN

- 3.1 Staff members from the grade of Assistant Lecturer or the equivalent of Grade 5 and above may be eligible for a loan for the purpose of purchasing a motor vehicle provided that:-
 - 3.1.1 The loan does not exceed four-fifth's (4/5) of basic or gross salary.
 - 3.1.2 The Staff member agrees to pay an interest of ten percent (10 %), which may be reviewed from time to time.
 - 3.1.3 The payment shall be made to the seller and not the Staff member.
 - 3.1.4 In the case of second hand vehicle, no payment shall be made unless it has been examined and value assessed by the Road Traffic Department.
 - 3.1.5 The repayment period shall be seventy-two (72) months in the case of Staff members on permanent appointment and forty-eight (48) months in the case of the contract Staff.

- 3.1.6 The Staff member requesting for a loan has a driving license or pledges to employ a qualified driver.
- 3.1.7 The vehicle will be comprehensively insured to cover all risks.
- 3.1.8 The Staff member does not have another outstanding motor vehicle loan.

J.4. FURNITURE LOAN

- 4.1 Contract and permanent employees may be eligible to a furniture loan at the discretion of the University as long as it does not exceed one year's basic salary.

J.5. MOTOR CYCLE LOAN

- 5.1 The repayment period shall not exceed thirty-six (36) months. A loan for the purpose of purchasing a motorcycle may be granted to a Staff member scale above.
- 5.2 The Staff member shall be eligible for such a loan if he satisfies condition 3.1.1 to 3.1.7 in Regulation J.3 above.

J.6. BICYCLE LOAN

- 6.1 The University may grant a loan to a Staff member for the purpose of purchasing a bicycle provided that the Staff member is confirmed in his/her employment or has served for at least thirty-six (36) months with the University.
- 6.2 Where a Staff member is granted a bicycle loan, repayment period will be twenty-four (24) equal monthly installments.
- 6.3 The University shall only issue a cheque in payment for a bicycle to the seller and not the Staff member.
- 6.4 Where a second hand bicycle is to be purchased the University Registrar's nominee shall first inspect it before payment is made.

J.7. EMERGENCY ADVANCE

- 7.1 A Staff member may be granted an advance for the purpose of assisting him overcome unforeseen occurrence provided that: -
 - 7.1.1 The Staff member is able to satisfy the University Registrar that he/she needs the advance to meet an emergency.
 - 7.1.2 The amount of the advance does not exceed one (1) month's salary.
 - 7.1.3 The Staff member is not already in receipt of a salary advance other than for a motor vehicle/bicycle or superannuation premium, which has not been fully repaid.
 - 7.1.4 In the case of an emergency advance, the Staff member agrees to repay the advance with interest at 7% per annum for not more than four months beginning in the month following that in which the advance was made.

J.8. EDUCATION LOAN

- 8.1 The University may grant an advance for the purpose of further education. Eligibility will be restricted to permanent Staff who have completed one year of service at the discretion of the Vice Chancellor.
- 8.2 A Staff member who has been granted a loan for this purpose will provide an address of the institution where the Staff member is enrolled for the purpose of making payment.

- 8.3 The University reserves the right to deny a Staff member an education loan on condition that: -
- 8.3.1 The subject of education has little or no relevance to the Staff member's job or work contract.
 - 8.3.2 The Staff member's performance of his/her duties is below standard.
 - 8.3.3 The Staff member fails after attempting the examinations for the second time.
 - 8.3.4 The University receives adverse reports from the school/college or University.
 - 8.3.5 The Staff member resigns or his services are terminated.
- 8.4 The repayment period will depend on the amount of the loan and the Staff member's salary but not exceeding twelve (12) months.

J.9 HOUSING LOAN

- 9.1 The University may grant, out of a fund established for that purpose, an advance to assist a staff member in meeting the expenses of acquiring or building a house.
- 9.2 The advance will be granted under terms and conditions to be decided by Council.

SECTION K

K.1 ACCOMMODATION

1.1 The University does not provide accommodation.

SECTION L

TERMINATION OF APPOINTMENT/SERVICE

L.1 TERMINATION

- 1.1 Termination of Appointment/Service shall mean the termination of appointment/service of any staff member due to:
 - 1.1.1 Termination of service by the University
 - 1.1.2 Resignation by the staff member
 - 1.1.3 End/Termination of contract
 - 1.1.4 Retirement of the staff member
 - 1.1.5 Discharge of staff member by the University
 - 1.1.6 Retrenchment of staff by the University
 - 1.1.7 Death of staff member

L.2 STAFF ON PERMANENT AND CONTRACT APPOINTMENT

- 2.1 The University may at any time terminate the appointment of the Staff member on giving him/her three month's notice in writing, or three months salary in lieu of notice.
- 2.2 Reasons for termination of services by the University include, but are not limited to the following:-
 - 2.2.1 Conduct that brings disrepute to the University
 - 2.2.2 Theft of University resources
 - 2.2.3 Criminal conviction in a court of law
 - 2.2.4 Breach of employment contract e.g. abscondment
 - 2.2.5 Incompetence
 - 2.2.6 Ill-health
- 2.3 The Staff member whose services are so terminated will be entitled to the cost of transport to his/her home in Malawi for himself/herself, his/her spouse and children in accordance with the provisions of the clause on "Transport".
- 2.4 The Staff member may at any time terminate his/her engagement on giving the University three month's notice in writing such notice to take effect during a University vacation, or pay three month's salary in lieu of notice.
- 2.5 The Staff member who terminates his engagement will be entitled to the cost of transport to his/her home in Malawi or from Malawi for himself/herself, his/her spouse and children in accordance with the provisions of the clause on "Transport" provided he/she has served for not less than eighteen (18) months from the date of appointment.
- 2.6 A Staff member on permanent or contract appointment shall be at liberty to resign his/her appointment with the University on giving the University at least three month's notice in writing, which notice shall terminate at the end of the semester.

L.3 STAFF ON PROBATIONARY APPOINTMENT

- 3.1 During probation the University or the Staff member may terminate his/her appointment or be discharged by Council at any time by giving one calendar month's notice in writing or by payment of one's salary in lieu of notice.
- 3.2 The University may at any time terminate the employment of a Staff member without giving notice or by giving him/her three month's notice in writing, or three month's salary in lieu of notice.

- 3.3 The Staff member whose services are terminated will be entitled to passages to his/her home in or from Malawi for himself, his wife and children in accordance with the provisions of the clause on 'passages'.
- 3.4 The Staff member may at any time terminate his/her employment without giving notice or on giving the University one month's notice in writing such notice to take effect during a University vacation or pay one month's salary in lieu of notice.
- 3.5 The Staff member who so terminates his/her engagement will be entitled to passage to his/her home from within Malawi for himself/herself, the spouse and children provided he has served not less than eighteen (18) months from the date of appointment.

L.4 RIGHT OF APPEAL

- 4.1 The Staff member whose services are terminated will have the right of appeal to Council through the University Registrar.
- 4.2 The Staff member whose services have been terminated shall be told the reasons for the termination and shall have the right to appeal to the University Council.

L.5 ABSCONDMENT

- 5.1 Any Staff member who, without the authority of the Council, leaves the employment of the University giving no appropriate notice in writing, shall be liable to pay the University an amount of money equivalent to the salary he/she would have received during the period by which he/she has defaulted his notice.

L.6 WITHHOLDING OF SALARY AND/OR TERMINAL BENEFITS

- 6.1 If a Staff member terminates his/her appointment with the University without giving due notice and paying the University any salary in lieu of notice as stipulated in these conditions of service the University shall withhold any monies and privileges that may be due to him/her and will endeavor to recover from the Staff member the amounts due to the University through any legal means.
- 6.2 The University will recover any monies or debts due to it from the terminal benefits of the Staff member whose appointment with the University has been terminated and will thereafter pay to the Staff member the balance of the benefits.

L.7 APPLICATION OF HOLIDAY DAYS TOWARDS NOTICE

- 7.1 A Staff member in the Administrative or Academic grades, who gives notice to terminate his/her appointment may include holiday days earned during the holiday year as notice days.

L.8 TERMINATION OF APPOINTMENT ON MEDICAL GROUNDS

- 8.1 Where a Staff member is incapable of discharging his/her duties by reason of infirmity of mind or body and such infirmity is likely to be permanent, the University may terminate his/her appointment provided there is a written medical report/certificate by a recognized Medical Practitioner to this effect.
- 8.2 Due notice in such cases may not apply to both parties.

L.9 INVALIDING OUT

- 9.1 If at any time two medical practitioners approved by the University and one of whom has been nominated by the Staff member, shall certify that the Staff member is by reason of ill health not

caused by his own misconduct is incapable by reason of any infirmity of mind or body of rendering further efficient service, the University shall terminate his/her appointment by giving six month's notice.

- 9.2 If after one month the Staff member shall have failed or neglected to appoint a medical practitioner the University shall be entitled to represent the Staff member so in default.

L.10 SUSPENSION

- 10.1 When in the opinion of the Vice Chancellor there has been a grave offence of concern to the University, or gross neglect of duty, the Vice Chancellor shall have power to suspend the Staff member from his duties provided that the Vice Chancellor shall forthwith report to the Chairman of Council the fact of such suspension together with the grounds for his action and any statement on the case which the Staff member may wish to make.

- 10.2 Suspension may be executed with:

10.2.1 full pay up to three months

10.2.2 half pay up to three months

10.2.3 without pay depending on the gravity of the case committed

L.11 TERM OF APPOINTMENT

- 11.1 The term of appointment shall be deemed to be completed at the end of the academic year in which the Staff member reaches the age of retirement or where the appointment has been terminated under the provisions of 'Termination of Appointment' or 'Invaliding Out'.

SECTION M

PENSION SCHEME

M.1 STAFF ON PERMANENT APPOINTMENT

- 1.1 All Staff members on permanent appointment are required to join and contribute to the Mzuzu University Superannuation Scheme.
- 1.2 The Staff member shall contribute to such Superannuation Scheme as required by the University provided that his/her contribution shall not exceed five percent (5%) of his salary and the University shall contribute an amount not exceeding nineteen percent (19%) of the Staff member's salary.
- 1.3 All benefits from the Group Life and Pension Scheme will be paid in accordance with the rules and regulations of the scheme which shall be amended from time to time by the Scheme Insurers, a copy of which shall be provided to a member on request.

M.2 STAFF ON CONTRACT APPOINTMENT

- 2.1 Members of Staff employed on contract terms will be paid terminal benefits in accordance with the Terms and Conditions of Service of their contract.
- 2.2 In addition, the University will meet the cost of group life insurance cover for them, which will be provided under the Group Life and Pension Scheme.

M.3 PENSIONABLE AGE

- 3.1 A Staff member reaches the pensionable age on attaining the age 60 years.

M.4 EARLY RETIREMENT AGE

- 4.1 On or after attaining the age of 55 years but prior to the age of 60 years, a Staff member may elect to retire from the services of the University.

M.5 DISCHARGE

- 5.1 Subject to the provisions of the Mzuzu University Act and Labour Laws of Malawi, any Staff member may be discharged from the services of the University on account of: -
 - 5.1.1 Ill health of irreparable physical disability.
 - 5.1.2 Incompetence or unsatisfactory service.
 - 5.1.3 Malpractices or misconduct.
 - 5.1.4 Unauthorized absence from services for a continuous period of 10 working days.

M.6 RETRENCHMENT

- 6.1 Any Staff member of good standing may be retrenched from the service of the University on the abolition of his particular post due to reorganization/rationalization of the University.
- 6.2 Retrenchment pay package and benefits will be paid at rates approved by Council from time to time.

M.7 RETIREMENT

- 7.1 A Staff member on permanent appointment of the Academic and Administrative and, Staff of the University shall retire on pension on attaining the age of 60 years.

- 7.2 The retirement will take effect at the end of the academic year, normally on 30th November, immediately following the day on which he attains the age of **60** years. The rules of the pension scheme shall come into operation.
- 7.3 Such a person may retain his post on contractual basis for such further period or periods, not exceeding in the aggregate five years, as the Council may determine and subject to such other terms and conditions of service as the Council may determine.
- 7.4 Payment of the Retirement Benefits will be made as approved by Council from time to time.

M.8 DEATH BENEFITS

- 8.1 In the event of Staff member dying in service, the University Registrar will arrange payment of the death benefits to the deceased family as soon as possible.
- 8.2 For a contractual Staff who dies before the completion of his/her contract, the University will pay to the deceased family Death Benefits of thirty percent (30%) of accumulated salary.
- 8.3 Payment of the Death Benefits for Staff on permanent employment will be determined by Council from time to time

M.9 ARRANGEMENTS ON DEATH OF A STAFF MEMBER

- 9.1 If a member of Staff should die, the spouse and/or dependent minor children shall be entitled to passages from the University to the deceased place of rest, at the normal rates applying to Staff, as determined by the Council from time to time.
- 9.2 The University Registrar will, with the spouse and/or next of kin, make consultation regarding the arrangements for the burial or for the transport of the remains to the place of burial within Malawi or if the deceased member of Staff was recruited from outside Malawi, to his country of origin.
- 9.3 All funeral expenses (including undertaker's expenses) and transporting of the remains to the place of recruitment will be a charge on the insurance proceeds which accrue from the policy maintained by the University, where death is deemed accidental. In the case of demise otherwise, the costs of funeral expense and transport shall be for the account of the University.
- 9.4 The spouse and/or dependent minor children of the deceased member of Staff shall also be entitled to a baggage allowance of the rates determined by the Council from time to time for the transportation of personal and household effects. This entitlement lapses after twelve months.
- 9.5 The bereaved, unless otherwise qualified, will be required to vacate University accommodation within three months. In the event that the deceased was on a housing allowance scheme, the bereaved will be entitled to a housing allowance for a period not exceeding three months following the death of the spouse.
- 9.6 Immediately following the death of a Staff member, the University Registrar will put into effect the procedure for the payment of gratuity in terms of the Mzuzu University Pension Scheme or any other award for which the deceased member of Staff may be eligible. In the event of the death of an expatriate member of Staff, the gratuity accrued on the date of his/her death shall be payable to his/her estate.
- 9.7 If the circumstances of the deceased member require financial assistance, the University Registrar will authorize that an advance payment against gratuity or pension to which the deceased member of staff may be entitled, should be paid to the spouse or other dependent of the member of Staff.

SECTION N

CONDITIONS OF SERVICE FOR STAFF ASSOCIATES

N.1 PURPOSE

- 1.1 The Staff Associate will be employed on a temporary basis, with the purpose of becoming a full time member of the University.

N.2 QUALIFICATIONS

- 2.1 Staff Associates will be candidates with Bachelor degree with at least a Credit or Upper Second Class as a minimum grade or their equivalents.

N.3 NATURE OF APPOINTMENT

- 3.1 The University has the obligation to assist Staff Associates to go for further studies and to prepare them for future lecturing positions.

N.4 TEACHING DEVELOPMENT

- 4.1 A Staff Associate shall assist in teaching for a minimum of 4 hours per week under the supervision of the Department concerned.
- 4.2 Where deemed necessary, a Staff Associate will be given the responsibility of teaching his own course.
- 4.3 Each Head of Department will be responsible for the professional development of a Staff Associate, including evaluation, supervision, induction and monitoring.
- 4.4 Unsatisfactory performance of a Staff Associate may result in termination of service.

N.5 RE-DESIGNATION / PROMOTION

- 5.1 After working for one year with the University, a Staff Associate may be considered for promotion to Assistant Lecturer if his/her workload is equal to or more than 8 contact hours per week.
- 5.2 After working for two years with the University, a Staff Associate may be considered for promotion to Assistant Lecturer subject to satisfactory reports on Academic progress and teaching ability.

N.6 SICK LEAVE

- 6.1 A Staff Associate shall inform the University Registrar as soon as practicable that he/she will not be on duty on account of illness. The following procedures will be adopted: -
- 6.1.1 In the event of absence of the Staff Associate exceeding two days, a medical certificate shall be submitted within a reasonable period of such absence and at intervals not exceeding one month.
- 6.1.2 A Staff Associate who is hospitalized shall submit a medical certificate on discharge.
- 6.1.3 A Staff Associate shall obtain a certificate of fitness to resume duties on returning to work if and when requested by the University.

N.7 PERIODS OF SICK LEAVE

- 7.1 The period of sick leave for a Staff Associate shall be as follows: -
- 7.1.1 In the first year of service, a Staff Associate is entitled to a maximum of one-month full salary and one month half salary.
 - 7.1.2 In the second year of service, a Staff Associate is entitled to a maximum of six weeks full salary and six weeks half salary.
 - 7.1.3 In the third or fourth year, a Staff Associate is entitled to a maximum of two months full salary and two months half salary.
- 7.2 If, after the periods as set out under N8.1 there are still grounds for believing that the Staff Associate will not be fit to return to duty within a reasonable time, a further period of sick leave may be granted without salary. This further period will not count as pensionable service unless, in the opinion of the University Council, the illness or injury was specifically attributed to the nature of the Staff Associate's duties, in which case half salary may be paid at the discretion of the University Council for the period concerned.
- 7.3 A Staff Associate is not eligible for sick leave while on leave prior to leave due to resignation or dismissal. If while on sick leave, a Staff Associate's appointment is terminated on medical grounds and has less than one month's leave, he/she may, at the discretion of the University Council, be granted such sick leave as will bring his/her total leave up to one month.
- 7.4 Staff Associates are entitled to sick leave only for themselves. A Staff Associate who absents himself/herself from duty because of the illness of a child, spouse or relative must apply for compassionate leave or alternatively take accrued vacation leave.

N.8 MATERNITY LEAVE

- 8.1 Female Staff Associates are entitled to maternity leave for a period of three (3) months on full pay. Further, a Staff Associate may opt to take accrued vacation leave on full salary subsequent to the expiration of the three months.
- 8.2 In the event that vacation leave entitlement has been used, leave without pay may be granted for a maximum of a further three months. Any further extensions will be subject to supporting evidence from a qualified medical practitioner.
- 8.3 The University reserves the right to request for additional medical evidence.

N.9 SUPERANNUATION

- 9.1 Staff Associate shall join the University superannuation scheme on application and contribute the applicable rate subject to the scheme rules.

N.10 PASSAGE / BAGGAGE ALLOWANCE

- 10.1 A Staff Associates shall be entitled to passage and baggage allowance on First Appointment, Termination of Service and Training.

N.11 LOANS

- 11.1 Staff Associate will be eligible for emergency advance for household items.

N.12 SALARY WHILST ON TRAINING

12.1 A Staff Associate will receive full salary during the period of training subject to normal deductions of tax, superannuation and advances if any.

N.13 OTHER ACTIVITIES

13.1 For continued development Staff Associate will not be allowed to engage in other forms of Employment which conflicts his/her University activities as per University provisions.

N.14 MISCONDUCT

14.1 All acts of misconduct shall be construed and dealt with in accordance with the University regulations which are applicable to all members of the Academic and administrative Staff.

N.15 TERMINATION

The appointment of a Staff Associate may be terminated: -

15.1 On gross misconduct or negligence while on duty.

15.2 By either party on giving one month's notice or one month's pay in lieu of notice.

15.3 If he/she fails to obtain a higher degree that has been funded by the University

N.16 AMENDMENT

16.1 These rules may be amended from time to time at the discretion of the University Council.

SECTION P

CONDUCT AND DISCIPLINE

P.1 APPLICATION

- 1.1 The regulations in this section apply to all types of appointment.
- 1.2 A Disciplinary Committee appointed by the Vice Chancellor shall deal with all grievances and disciplinary matters.
- 1.3 Misconduct, incompetence or inefficiency, conduct likely to bring the University into disrepute, may lead to disciplinary action which may include reprimand, withholding of salary increment, suspension with or without pay and dismissal.
- 1.4 A Staff Member is guilty of misconduct whom: -
 - 1.4.1 absents himself/herself from his/her post during normal hours of attendance without permission from a Responsible Officer or without valid excuse;
 - 1.4.2 performs his/her duties negligently;
 - 1.4.3 fails to perform any duties assigned to him /her properly or to obey any instructions given to him/her by a person having authority to give such instructions;
 - 1.4.4 displays insubordination by word or conduct;
 - 1.4.5 continues to be incompetent or inefficient after the expiration of the period fixed in a warning given to him/her, unless such incompetence and inefficiency is due to causes beyond his/her control;
 - 1.4.6 is under the influence of intoxicating liquor or habit-forming drug during the normal hours of attendance or during such other hours, as he/she may be required to be on duty;
 - 1.4.7 habitually takes intoxicating liquor or habit-forming drugs in excess;
 - 1.4.8 is, under any law or statute, adjudged or otherwise declared bankrupt, insolvent or has a writ to civil imprisonment or other like order issued against him, unless he can show that his financial difficulties have been caused by circumstances beyond his control.
 - 1.4.9 except in the discharge of his/her official duties or with the consent of the Vice Chancellor, discloses or reveals either directly or indirectly the contents of any part of the contents of any documents or information whatsoever acquired in the course of such duties;
 - 1.4.10 uses for personal gain information acquired through his/her employment in the University, notwithstanding that he/she does not disclose such information;
 - 1.4.11 conducts himself/herself in any one or more accessions in a disgraceful, improper or unbecoming manner, or while on duty is grossly discourteous to any person;
 - 1.4.12 makes use of University money or property for private purposes;
 - 1.4.13 fails to take reasonable care of any University property in his/her custody or on charge to him/her or take such steps as are within his/her power to ensure that reasonable care is taken of any such property;

- 1.4.14 engages in an undertaking, which might in any way conflict with the interests of the University;
- 1.4.15 does or causes or permits to be done, or connives in any act which is prejudicial to the administration, discipline or efficiency of the University or any part of it;
- 1.4.16 commits any of the following offences and is convicted thereof by a court of law: -
 - 1.4.16.1 extortion, bribery, corruption;
 - 1.4.16.2 theft, theft by false pretences, receiving stolen property knowing it to have been stolen;
 - 1.4.16.3 fraud, forgery, uttering a forged instrument knowing it to have been forged; or
 - 1.4.16.4 attempt, or incitement of conspiracy, to commit an offence under this sub-section.
- 1.4.17 attempts to secure intervention from political sources in relation to his position or conditions of employment in the University;
- 1.4.18 engages in any activity, political or otherwise, which interferes with the due performance of his/her duties in the University.

P.2 WARNING

- 2.1 A Staff member who is guilty of an offence other than gross misconduct or other lawful cause for dismissal may be given a warning in writing, a copy of which he/she shall be required to sign before it shall be deemed served on the Staff member.
- 2.2 The signature or initial of a Staff member on the warning letter shall not mean that the Staff member is pleading guilty but simply to confirm it has been recorded during the Staff member's presence or with his/her full knowledge.

P.3 PUNITIVE MEASURES

- 3.1 The University will impose the appropriate punishment to any employee charged with misconduct. The gravity of the charge will determine the course of sanction, which may include the following:
 - 3.1.1 written warning;
 - 3.1.2 withholding of salary increment;
 - 3.1.3 stoppage of salary increment;
 - 3.1.4 reduction of grade;
 - 3.1.5 suspension with or without pay;
 - 3.1.6 termination of appointment;
 - 3.1.7 dismissal.

P.4 REDRESS OF GRIEVANCES

- 4.1 A staff of the University, who is aggrieved by a decision of his/her immediate superior on matters affecting conditions of employment, shall have the right to appeal.
- 4.2 If not satisfied, he/she may submit his/her complaint in writing to the Head of Department to assist in the matter

P.5 PROCEDURE FOR ACADEMIC AND ADMINISTRATIVE STAFF DISCIPLINARY COMMITTEE

- 5.1 All disciplinary matters shall be directed to the Vice Chancellor who shall refer them to the Chairperson of the Disciplinary Committee who shall convene a meeting within 14 working days.
- 5.2 A Staff member shall be advised of the charges against him/her within reasonable time to allow him/her prepare his/her defence.
- 5.3 A Staff member who does not wish to appear before the Committee in person may send in written response.
- 5.4 A quorum shall be formed by *four* members of the Committee members present including coopted members.
- 5.5 In the absence of the Chairperson, the Committee shall elect a Chairperson among the members.
- 5.6 During the hearing, all evidence shall be made available to the staff member facing charges.
- 5.7 The proceedings of the Committee shall be simple and as informal as possible provided all necessary rules of natural justice are observed.
- 5.8 All interested parties including concerned Heads of Department and Deans may be called to sit in not as members of the Committee but as witnesses.
- 5.9 The Committee may make other rules of procedure in addition to the ones herein for the smooth running of its proceedings.
- 5.10 On receiving a recommendation from the Committee, a decision shall be made as soon as practicable by the Vice Chancellor.
- 5.11 A staff member who is aggrieved by the decision shall have the right to appeal to the Council through the University Registrar. The University Registrar will forward such an appeal with comments thereon.

SECTION R
APPENDICES

APPENDIX 1

ACCEPTANCE OF APPOINTMENT

(For Staff on Contract Appointment)

Acceptance of an appointment of the academic and administrative staff of the University shall be deemed to be acceptance of the foregoing Terms and Conditions of Service.

Two copies of the Agreement Letter shall be sent with each offer of appointment, one of which is to be signed by the appointee, witnessed and returned to the University Registrar as soon as possible.

MZUZU UNIVERSITY

AGREEMENT made this Day..... 20.....
(the Staff member to complete) between the Mzuzu University (hereinafter called 'the University') and
..... (hereinafter called 'the Staff member')

1. The Staff member is appointed to the post of
2. The total basic salary on appointment is: -
..... (K.....)
in the scale of (K.....)
to (K.....)
rising by annual increments as may be approved by the Vice-Chancellor and set out in the attached table.
3. This **AGREEMENT** is for a period of
Commencing on and ending on
or the last day of residential service, whichever is later.
4. This **AGREEMENT** is subject to the Schedule hereto attached and the Schedules shall be read and construed as part of the **AGREEMENT**.

However, you should note that the terms and conditions of employment are subject to change from time to time.

As witness our hands the day and year above written.

..... (On behalf of the Mzuzu University)

..... (The Staff Member to sign)

..... Witness

Date

ACCEPTANCE OF APPOINTMENT

(For Staff Permanent Appointment)

Acceptance of an appointment of the academic and administrative staff of the University shall be deemed to be acceptance of the foregoing Terms and Conditions of Service.

Two copies of the Agreement Letter shall be sent with each offer of appointment, one of which is to be signed by the appointee, witnessed and returned to the University Registrar as soon as possible.

MZUZU UNIVERSITY

AGREEMENT made this Day..... 20.....
(the Staff member to complete) between the Mzuzu University (hereinafter called 'the University') and
..... (hereinafter called 'the Staff member')

- 1. The Staff member is appointed to the post of
- 2. The Total Salary of the post made up of a basic Salary plus an addition of 5% (Five percent) of the Basic Salary.
- 3. The Total Salary on appointment including 5% (five percent) additional will be: -
- 4. The Basic Salary on appointment is of: - -
.....(K.....)
in the scale of(K.....)
to(K.....)
rising by annual increments as may be approved
by the Vice Chancellor and set in the attached table.
- 5. The appointment of the Staff member may initially be on probation or the Staff member may have security of tenure on appointment as specified in the attached schedule.
- 6. The appointed of the Staff Member commences on
- 7. This **AGREEMENT** is subject to the Schedule hereto attached and the Schedules shall be read and constructed as part of the **AGREEMENT**.

However, you should note that the terms and conditions of employment are subject to change from time to time.

As witness our hands the day and year above written.

..... (on behalf of the Mzuzu University)

..... (the Staff Member to sign)

..... Witness

Date

APPENDIX 2 METHODS FOR ASSESSING STARTING SALARIES

1. The purpose of the suggestions that follow is to have uniformity in calculating an entry point in staff salaries.
2. There shall be three stages in the assessment of an entry point: -
 - a. Academic Qualifications.
 - b. Experience and Professional Qualifications.
 - c. Market Value and other consideration.

3. Academic Qualifications may be assessed as follows: -

Diploma Qualifications (only for Staff Associates) in fields where the University does not offer degree: - First point on the Instructor/Demonstrator/Assistant Lecturer Scale. Normally candidates with at least a credit diploma are considered.

Bachelor's Degree: - Eighth point on the Assistant Lecturer Scale for Staff Associates. Ninth point on the Assistant Lecturer Scale for substantive appointees or Supernumerary Assistant Lecturers. If the pass is with distinction then an additional increment may be allowed.

Bachelor's Degree – Honours: - Eleventh point on the Assistant Lecturer Scale; if the Honours Degree is a First Class Degree, then additional increment may be allowed.

Master's Degree: - First point on the Lecturer II Scale.

Doctor's Degree: - Third point of the Lecturer II Scale.

For this purpose any professionals should be assessed on a “graduate equivalent” basis.

4. Experience and professional qualifications may be given incremental credit starting from the points in paragraph 3 above as follows: -
 - a. Each year of teaching at a relevant level: - 1 increment.
 - b. Each year of other teaching: - ½ increment.
 - c. Post-graduate professional Certificate/Diploma if relevant: - 1 increment for each year of study.
 - d. Each year of full-time post-graduate research not leading to a degree: - 1 increment.
 - e. Each year of relevant professional experience: - 1 increment.
 - f. Each year of relevant experience: - 1 increment.
 - g. For Staff Associates every three years of relevant post qualification experience: - 1 increment.

Relevance should be to the duties of the post in Malawi.

Having by paragraphs three and four above reached a point in the salary scale, it is then for the Appointments Committee to decide whether this is appropriate to the candidate, taking into account such matters as market value (including his/her existing or most recent salary) or any outstanding attribute to work which would justify his/her being paid differently from his/her colleagues with similar qualifications and experience.

Relevance and value of research other than leading to a degree for which credit is given under paragraph three and the relevance of experience is a matter of which can only be assessed by the Appointments Committee in the light of the views of the Director and the appropriate members of his staff and the information contained in the application materials.

These suggestions are inevitably a rough mode of measurements, but they can ensure a reasonable degree of equitable treatment. Whatever method of determining an entry point is used, the method used should be clearly recorded in the Minutes for the future reference.

10. Increment credit is not given twice for the same item. For example where a candidate obtains a qualification late in life because he/she has been working and his/her experience is taken into account, such a candidate cannot at the same time be granted increments for age.
11. Where the basic entry point as set out in paragraph three is on the Assistant Lecturer Scale, and further increments for qualifications and experience are added, only two increments should be counted on this scale and the remaining are counted on the Lecturer Scale.
12. The above criteria apply for staff on joining the services. Those already in service who obtain additional qualifications or perform in an outstanding way are rewarded either by adjustment of salary or promotion.
13. Increments for experience are granted on a cumulative basis only up to the top of the lecturer scale, beyond which point they do not count unless a senior position is available and the candidate in question is considered suitable for such a position.

APPENDIX 3

INCREMENTS FOR MERITORIOUS SERVICE

ACADEMIC AND ADMINISTRATIVE STAFF

1. A minimum of two years satisfactory service.
2. The period when the Staff member was a Staff Associate should not be taken as qualifying period for service because during this period the Staff Associate was not full-time teaching staff.
3. The period when the Staff member was undergoing further training should not be taken as qualifying period for the purpose of meritorious salary increments because increments are already granted for higher qualifications.
4. Relevant previous experience should mean experience in the Staff members field of activity, i.e. in the case of academic staff relevant experience should be confined to the teaching and research activities of the Staff members concerned unless it can be clearly demonstrated that previous administrative experience and such other experience have direct relevance to the Staff members satisfactory service.
5. In the case of administrative staff relevant experience will be confined to their administrative experience unless it can be clearly demonstrated that experience other than administrative experience has direct relevance to their satisfactory service.
6. Meritorious salary increment should be interpreted in conjunction with the revised criteria for promotion document.

APPENDIX 4

APPOINTMENT OF HEAD AND ACTING HEAD OF DEPARTMENT

1. The Deputy Vice Chancellor shall receive recommendations from the department about the staff member to be appointed as Head of Department.
2. A person appointed as Head of department shall serve in that capacity up to a two academic years and thereafter may be reappointed.
3. A person appointed as Acting Head of department shall serve in that capacity up to a maximum period of one year and thereafter shall be either confirmed in the appointment or replaced.

APPENDIX 5

CRITERIA FOR PROMOTION AND AWARD OF MERIT SALARY INCREMENT(S) FOR ADMINISTRATIVE STAFF

A. INTRODUCTION

The principle of merit will be the basis of all promotions of Administrative staff, and all assessors will hold this principle to be paramount as they make their recommendations, relating them to the relevant job descriptions of the applicants, in their current positions as well as the positions applied for.

Promotions and award of merit salary increment(s) for Administrative staff in the University are approved by the Appointments and Promotions Committee following submissions by the University Registrar.

This document therefore, sets out the criteria for promotion and award of merit salary increment(s), for Administrative staff, and it covers such relevant areas as length of service, qualifications and procedural issues.

All eligible candidates for promotion will be expected to complete an application form for promotion or merit salary increment(s) and therefore, these criteria should be read in conjunction with that form.

B. PROCEDURE

- i) Applications for promotions shall normally be considered annually. Candidates will be expected to apply for promotion annually.
- ii) Vacant posts will be advertised and interested candidates should apply in response to advertisement.
- iii) One copy of each application form will be submitted directly to the University Registrar.
- iv) References from three referees within the University whom the candidate works with will be required.
- v) The Appointments and Promotions Committee may at their discretion invite the prospective candidate to an interview.
- vi) All candidates will be informed in writing about the results of their applications.
- vii) A candidate who is dissatisfied with the decision of the Appointments and Promotions Committee may appeal to the Chairman of Council within four weeks of being informed of the decision who will in turn refer it to the Appeals Committee.

C. PROMOTION

1. Length of Service

- a) Administrative staff of the grade of Administrative Assistant or equivalent will be eligible to apply for promotion to the positions of Assistant Registrar or equivalent after two years subject to confirmation.
- b) Candidates at Assistant Registrar/Assistant Finance Officer/Estates Development Officer and higher levels will be eligible to apply for promotion to higher grades after they have served and mastered the functions relevant to their position in the University for at least two years at their current levels.
- c) Staff who may join the University at the level of Assistant

Registrar/Assistant Finance Officer, Estates Development Officer, Senior Assistant Registrar, Senior Assistant Finance Officer, grades with some relevant experience from previous employment may be eligible to apply for promotion after two years of effective and satisfactory service in their current position.

2. **Qualifications**

A first degree will be considered as a basic qualification. Possession of higher relevant qualifications such as post-graduate Diploma/Certificate or higher Degree will be an added advantage.

3. **Experience**

Candidates applying for promotion will be expected to: -

- a) Have fully mastered the relevant functions of their current position as detailed in their job descriptions.
- b) Demonstrate their ability to deal with administrative matters without much supervision and they must have initiative and a sense of sound judgement.
- c) Have performed their duties efficiently, effectively and satisfactorily in their current positions.

D. MERIT SALARY INCREMENT(S)

Merit salary increment(s) will be awarded to staff in recognition of their outstanding performance of duty in comparison with others in the same category. One merit salary increment may be granted, and only in exceptional cases, and short of direct promotion, will two merit salary increments be given. Merit salary increment will not be given in any consecutive years.

When considering the award of merit salary increments, the following points will be taken into consideration: -

- i) A minimum of two years satisfactory service will normally be required, and the staff member must be confirmed in his/her appointment.
- ii) The period when the staff member was an Administrative Assistant will not be taken as a qualifying period of service because the performance of the staff member for that period forms the basis of assessment for promotion, to the next level after training grade.
- iii) The period when the staff member was undergoing further training will not be taken as a qualifying period for the purpose of merit salary increments.

E. APPLICATION FORMS

Candidates applying for promotion or merit salary increments will be required to complete Section A of the application form, and submit it to their immediate supervisor for processing as stipulated under Section B of this paper.

APPENDIX 6

APPLICATION FOR PROMOTION OR MERIT SALARY INCREMENT(S) FOR ADMINISTRATIVE STAFF

The applicant must submit two copies of his/her application and curriculum vitae.

SECTION A

1. SURNAME: - _____
2. Other Names: - _____
3. Department: - _____
4. Present position: - _____
5. Present Grade: - _____
6. Present Salary: - _____ per annum
7. Award/Grade applied for: - _____
8. Date of Last Award of: - _____
- (a) Merit salary increment: - _____
- (b) Promotion: - _____

9. Mzuzu University
Position _____ Dates _____

10. Details of previous employment
Position _____ Dates _____

11. Academic qualifications (in sequence, most recent first)

12. Professional qualifications (e.g. special courses)

13. Membership of professional societies, special academic awards etc

14. Examinations for which you are now studying

15. Duties performed

16. Special achievements

17. Names and addresses of 3 referees who may be contacted by the

University, if necessary

18.

Signature	Date
-----------	------

SECTION B

(to be completed by the Reporting Officer)

Notes to be read before completion of this part

- | | |
|----|---|
| 1. | This part should be completed by the most senior supervisor in contact with the officer concerned |
| 2. | Every officer has weak points as well as strong ones, and both should be described, as it is equally important for the officer and the University that both should be recognized. |

19. How long has t x
20. he officer served under you?

Years	Months
-------	--------

20. Is the information in SECTION A above correct to the best of your knowledge? YES/NO

Please give details

21. Have any written warnings been given to the officer on his/her work or conduct during the period of this report? YES/NO

Please give details

22. Has any improvement been noted following such warnings?

YES / NO

Please give details

Tick the most appropriate box only. The questions have been arranged to give the following scoring: - a - 4, b - 3, c - 2 and d - 1. Candidates will among other requirements be recommended for promotion if they score a minimum of 35 marks and for award of special increments if the score is at least 30 marks.

23.

	Knowledge of duties	Tick	Comment
a	The candidate has outstanding knowledge of the procedures and/or skills necessary to carry out all duties appropriate to the grade		
b	Has good working knowledge of the procedures and/or skills necessary to carry out all duties appropriate to grade		
c	The candidate has fair knowledge of the procedures and/or skills necessary to carry out all duties appropriate to the grade		
d	The candidate has poor knowledge of procedures and/or skills necessary to carry out all duties appropriate to grade		

24.

	Initiative	Tick	Comment
a	Has an outstanding sense of anticipating what needs to be done and originates necessary action		
b	Has a good sense of what needs to be done and originates action		
c	Requires suggestions by the higher authorities before acting		
d	Lacks initiative		

25.

	Judgement	Tick	Comment
a	Proposals or decisions are consistently sound		
b	Proposals or decisions are fairly sound		
c	Occasionally makes sound decisions		
d	Judgement is poor		

26.

	Capacity for accepting responsibility	Tick	Comment
a	Outstandingly self reliant and keen to accept responsibility		
b	Reliable and accepts responsibility		
c	Refers too often to higher authority and awaits direction		
d	Avoids responsibility and requires close supervision		

27.

	Organisation of Work	Tick	Comment
a	An outstanding organiser who plans own work and that of subordinates extremely efficiently		
b	A good organiser who plans own work and that of subordinates		
c	An occasional organiser		
d	Does not organise own work or that of subordinates		

28.

	Management of Subordinate Staff	Tick	Comment
a	An excellent supervisor who gets the best out of the team		
b	An average supervisor who gets the most out of the team		
c	Handles team badly with little control		
d	Lacks control		

29.

	Management of Resources	Tick	Comment
a	Outstandingly prudent		
b	Prudent		
c	Fairly prudent		
d	Wasteful		

30.

	Relations with other Members of Staff	Tick	Comment
a	Outstandingly co-operative and helpful		
b	Courteous, tactful and helpful		
c	Occasionally co-operative and helpful		
d	Uncooperative and unhelpful		

31.

	Relations with Public/Students	Tick	Comment
a	Outstandingly courteous; tactful and helpful		
b	Courteous, tactful and helpful		
c	Occasionally courteous and helpful		
d	Discourteous, tactless and unhelpful		

32.

	Output	Tick	Comment
a	Outstanding in the amount of work done		
b	Satisfactory output		
c	Falls behind in work		
d	Output unsatisfactory		

33.

a) General comments and over all assessment
b) Recommendation for promotion/merit award
c) <i>Signature of immediate supervisor</i>
Name: -
Title: -
Date: -

SECTION C

To be completed by the University Registrar/University Librarian/Finance Officer as applicable. If **SECTION B** is completed by one of these Senior Officers, this part need only be filled as appropriate

a)	Are you satisfied with the assessment in SECTION B of this report	YES/NO
Please give reasons		
b) Any further comments		
Name: -		Title: -
Signature: -		Date: -

SECTION D

University Registrar

Endorsement/Comments: -	
Name: -	
Signature: -	Date: -

APPENDIX 7

CRITERIA FOR PROMOTION OF ACADEMIC STAFF

1. RESPONSIBILITY FOR THE PROMOTION OF ACADEMIC STAFF

The University Council shall be responsible for the promotion of its academic staff. However, the Appointments and Promotions Committee on behalf of the University Council shall effect the actual promotion of academic staff. (The Appointments and Promotions Committee as provided for by the Mzuzu University Act in Statute xxii shall be as detailed in Appendix A)

2. PROCEDURES

- (a) Applications for promotion shall normally be considered annually by the Appointments and Promotions Committee upon recommendations from the Faculty Promotions Committee.
- (b) Normally promotions shall be sequential. However, staff may skip intermediate grades if they satisfy all the requirements from their present grade through to the position they are applying for.
- (c) Candidates may apply in response to advertisements by completing their application forms in duplicate enclosing two copies of curriculum vitae, offprints of publications, books and any other supporting evidence for the application.
- (d) One copy of the application form shall be submitted directly to the Head of Department who will provide an evaluation report, the other copy of the application form will be submitted to the Faculty Dean.
- (e) The Dean shall submit the recommendations from the Faculty to the University Registrar.
- (f) The Deans, Heads of Department, Directors of Centre and Institutes shall send their applications to the Vice Chancellor through University Registrar's office. The Vice Chancellor after processing the applications will send them to the Appointments and Promotions Committee.
- (g) The Appointments and Promotions Committee may at their discretion invite the prospective candidate to an interview.
- (h) All candidates will be informed in writing or in conference about the results of their applications.
- (i) A candidate who is dissatisfied with the decision of the Appointments and Promotions Committee may appeal to the Chairman of Council within four weeks of being informed of the decision who will in turn refer it to the Appeals Committee.

3.0 PRINCIPLES

The integrity of the University shall be guarded, guaranteed and promoted. An overall sense of responsibility and loyalty to the principles embodied in the University shall be considered important in relation to all academic promotions.

The promotion of academic staff shall be determined by the following:

teaching effectiveness and experience, research, scholarship and publications, administration, community service, and ability to attract research or development funds.

3.1 Teaching Effectiveness and Experience

An essential function of a university is to provide effective teaching. In promoting academic staff, appropriate recognition will be given to teaching effectiveness and experience. Reliable indicators of teaching ability are often difficult to obtain. However, evidence will be drawn from student-staff evaluation and teaching reports from heads of department and deans of faculty. Supervision of scholarly students' projects will also be included in the assessment.

3.2 Research, Scholarship and Publication

Assessment of research, scholarship and publication shall take into account consideration of the academic qualifications of the candidate and publications. Publications, which appear in, refereed journals and non-referenced journals as well as published books and articles in published books are the most serious test of one's research and scholarship. However, manuscripts of academic value will also be considered. In judging the quality of research, use may be made of the opinion of experts in the same or similar field of study as that of the candidate.

3.3 Administration and Community Service

The contribution to University life through contact and work with students and colleagues in the University committees, related societies and the community at large etc will be given due weight when considering promotions. Administrative duties e.g. deans and departmental heads play a major role in the effectiveness of the University and will also be given due weight.

3.4 Ability to attract Research and Development Funds

The ability to attract research and development funds for the University will also be given appropriate weighting.

4.0 CRITERIA FOR PROMOTION TO LECTURER, SENIOR LECTURER, ASSOCIATE PROFESSOR AND PROFESSOR GRADE

4.1 Length of Service

- a) Candidates for promotion to Lecturer, Senior Lecturer and Associate Professor grades shall normally have a minimum of two years of full-time teaching experience at Assistant Lecturer, Lecturer and Senior Lecturer levels respectively at an institution of higher learning, broadly defined as a university or college.
- (b) Candidates for promotion to Professor grade shall normally have a minimum of two years of experience at Associate Professor grade.
- (c) Candidates on sabbatical, study leave and leave of absence will be assessed separately in accordance with the status of their leave.

4.2 Academic qualifications

- (a) Candidates for promotion to lecturer grade must have a minimum of an honours degree or its equivalent.
- (b) Candidates for promotion to Senior Lecturer, Associate Professor and Professor grades should have at least a master's degree or its equivalent.

5.0 PROMOTION TO LECTURER GRADE

- (a) Lecturer grade is a position to which an academic staff member who has began her/his university career and is an effective teacher and a responsible member of the university can expect to be promoted during her/his career.

For an assistant lecturer to be promoted to a Lecturer grade he/she must be an effective teacher and a responsible member of the university.

- (b) Promotion to Lecturer grade will normally be based on teaching effectiveness, and willingness to accept responsibility.

6.0 PROMOTION TO SENIOR LECTURER

- (a) For an academic staff member to be promoted to Senior Lecturer grade he/she must be an experienced and effective teacher, active scholar and responsible member of the university and community at large.
- (b) Promotion to Senior Lecturer grade will normally be based on the following:
 - (i) Teaching effectiveness and experience
 - (ii) Research, scholarship and publication
 - (iii) Administration and community service
 - (iv) Ability to attract research and development funds.

6.1 Teaching Effectiveness and Experience

Assessment of teaching effectiveness and experience shall mainly be based on reports from the head of department and dean of faculty, course evaluation reports and information provided by the applicant. The following shall be the elements of assessment:

- (i) fulfillment of teaching obligations, assessment of the students and timely submission of marks,
 - (iii) creativity and improvisation,
 - (iv) mastery of subject content,
 - (v) effective supervision of students
- and
- (vi) evaluation of courses by students using questionnaires in:
 - use of appropriate methodology and teaching aids
 - attainment of course objectives
 - effectiveness of students assessment
 - attendance and punctuality in class.

6.2 Research, Scholarship and Publication

In making an assessment of a candidate's research, scholarship and publication, the University shall consider any one of the following criteria:

- (i) Candidates must publish at least two articles in refereed journal or three peer reviewed articles in a non-refereed journal

- (ii) Candidates must publish at least one article in a refereed journal or two peer reviewed articles in a non-refereed journal plus two papers in conference proceedings or one refereed book reviews, Candidates must publish at least one review of a refereed book.
- (iv) Candidates must contribute two chapters in a refereed book.
- (v) Candidates must edit a book or two conference proceedings.
- (vi) Candidates in the Fine and Performing arts must publish at least one article in a refereed journal or two peer reviewed articles in a non-refereed journal and have in:
 - (a) Fine Arts – participated in at least two art exhibitions with at least three works in each.
 - (b) Music - composed at least two vocal and/or instrumental works of at least 15 minutes duration each.

OR

Participated as director, instrumentalist or conductor in two performances of at least one-hour duration each.

 - (c) Performing Arts – participated in theatre productions as director or designer or choreographer or dramaturgy or stage manager or performer in at least two performances lasting at least one hour each.

OR

Published two plays.

6.3 Administration and Community Service

The following criteria will be used to assess candidates in administration and community service:

- (i) Candidates must demonstrate effective participation in departmental, faculty, and centre and institute affairs.
- (ii) Candidates must effectively carry out administrative responsibilities.
- (iii) Candidates must demonstrate effective participation in University outreach programmes.
- (iv) Candidates must demonstrate effective participation in civic and development related activities in the community.

7.0 PROMOTION TO ASSOCIATE PROFESSOR

Promotion to this grade should be considered as a special achievement and only persons of distinguished teaching experience, research and leadership might be promoted to this grade. Normally this special category is reserved for Senior Lecturers.

Promotion to Associate Professor grade shall normally be based on teaching effectiveness and experience and research, scholarship and publication including one of the following:

- (i) Teaching effectiveness and experience
- (ii) Research, scholarship and publication
- (iii) Administration and community service

- (iv) Ability to attract research and development funds.

7.1 Teaching Effectiveness and Experience

Assessment of teaching effectiveness and experience shall mainly be based on reports from the head of department and dean of faculty, course evaluation reports and information provided by the applicant. The following shall be the elements of the assessment:

- (i) fulfillment of teaching obligations,
 - (ii) student assessment and timely submission of marks,
 - (iii) creativity and improvisation,
 - (iv) mastery of subject content,
 - (v) effective supervision of graduate students
- and
- (vi) evaluation of courses by students using questionnaires in:
 - use of appropriate methodology and teaching aids
 - attainment of course objectives
 - effectiveness of students assessment
 - attendance and punctuality in class
 - supervision of graduate students

7.2 Research, Scholarship and Publication

Promotions will be based on the following aspects: research in progress, published articles, books, including those certified as being in press, art exhibitions, dramatic performances and relevant consultancies. Any one of the following criteria shall be applied:

- (i) Candidates must publish at least three articles in refereed journals or four peer reviewed articles in a non-refereed journal
- (ii) Candidates must publish at least two articles in refereed journals or three peer reviewed articles in a non-refereed journal plus three papers in conference proceedings or two book reviews
- (iii) Candidates must publish two reviews of articles in a refereed book.
- (iv) Candidates must publish three chapters in a refereed book.
- (v) Candidates in Fine and Performing Arts must publish at least two articles in refereed journals or three peer reviewed articles in non-refereed journals and should have in:
 - (a) Fine Arts: participated in at least four exhibitions with at least five works in each.
 - (b) Music: composed four vocal and/or two instrumental works of at least 15 minutes duration each.

OR

- (c) Participated as director, vocalist, instrumentalist or condone-hour four performances of at least one-hour duration each.

- (d) Performing Arts: participated in theatre productions as director or designer or choreographer or dramaturgy or stage manager or performer in at least four performances lasting one hour each.

OR

- e) Published three plays in a refereed publication or four plays in a non-refereed publication

7.3 Administration and Community Service

The following criteria will be used to assess candidates in administration and community service:

- (i) Candidates must demonstrate leadership qualities at departmental, faculty, center and institute levels
- (ii) Candidates must demonstrate effective participation in departmental, faculty, centre and institute affairs.
- (iii) Candidates must effectively carry out administrative responsibilities
- (iv) Candidates must demonstrate effective participation in university out reach programmes.
- (v) Candidates must demonstrate effective participation in civic and development related activities in the community.

7.4 Ability to Attract Research and Development Funds

Candidates must demonstrate the ability to mobilise resources for the University.

8.0 PROMOTION TO PROFESSOR

This is a very special category normally reserved for Associate Professors who demonstrate evidence of exceptional scholarship, leadership and teaching experience and who must have comprehensive knowledge of their fields of specialisation.

Comments on the suitability of a candidate for promotion to this grade by two external professional assessors, one chosen by the candidate and the other chosen by the University, is a necessary requirement.

Promotion to Professor grade shall normally be based on the following:

- (i) Teaching effectiveness and experience,
- (ii) Research, Scholarship and Publication
- (iii) Administration and Community service,
and
- (iv) Ability to attract research and development funds

8.1 Teaching Effectiveness and Experience

Assessment of teaching effectiveness and experience shall mainly be based on reports from the head of department and the dean of faculty, course evaluation reports and information provided by the applicant. The following shall be the elements of assessment:

- (i) fulfillment of teaching obligations,
 - (ii) student assessment and timely submission of marks,
 - (iii) creativity and improvisation,
 - (iv) mastery of subject content,
 - (v) effective supervision of graduate students
- and
- (vi) evaluation of courses by students using questionnaires in:
 - use of appropriate methodology and teaching aids,
 - attainment of course objectives,
 - effectiveness of student's assessment,
 - attendance and punctuality in class,
 - supervision of graduate students.

8.2 Research, Scholarship and Publication

Promotion will be based on the following: research in progress, published articles, books, including those certified as being in press, art exhibitions, dramatic performance and relevant consultancies. Any one of the following criteria shall be applied:

- (i) Candidates must publish at least five articles in refereed journals or seven peer reviewed articles in non-refereed journals.
- (ii) Candidates must publish one refereed book.

Candidates must publish at least three articles in refereed journals plus four papers in conference proceedings.

Candidates must publish two refereed book reviews.

- (v) Candidates must publish four chapters in refereed books
- (vi) Candidates in Fine and Performing Arts must publish at least three articles in refereed journals and should have in: -
 - (a) Fine Arts - participated in at least six art exhibitions with at least ten works in each.
 - (b) Music - composed at least six instrumental works of at least 15 minutes duration each.

OR

 - (c) Participated as director or vocalist or instrumentalist or conductor six in performances of at least one-hour duration each.

OR

 - (d) Performing Arts - participated in good theatre productions as director or designer or choreographer or dramaturgy or stage manager or performer in at least six performances lasting at least one hour each.

OR

- e) Published six refereed plays or eight non-refereed plays

8.3 Administration and Community service

The following criteria will be used to assess candidates on administrative and community service:

- (i) Candidates must demonstrate leadership qualities at departmental, faculty, centre and institute levels
- (ii) Candidates must demonstrate effective participation in departmental, faculty, centre and institute affairs,
- (iii) Candidates must effectively carry out administrative responsibilities.
- (iv) Candidates must demonstrate effective participation in university outreach programmes.
- (v) Candidates must demonstrate effective participation in civic and development related activities in the community.

8.4 Ability to Attract Research and Development Funds

The candidates must demonstrate the ability to mobilise resources for the University.

APPENDIX 8

APPLICATION FOR PROMOTION TO LECTURER/SENIOR LECTURER/ASSOCIATE PROFESSOR/PROFESSOR OR THEIR EQUIVALENTS

- (i) The applicant must submit two copies of his/her application and curriculum vitae.

(ii) Head of Department and Dean should complete their relevant sections in the form.

1. SURNAME: _____
2. Other names: _____
3. Department:: _____
4. Faculty:: _____
5. Present position: _____
6. Date of last promotion: _____
7. Position applying for: _____

8. Length of University experience (indicate actual dates)

	<u>Position</u>	<u>University</u>	<u>Elsewhere (Specify)</u>
a)	Associate Prof.	_____	_____
b)	Senior Lecturer	_____	_____
c)	Full time Lecturer or its equivalents	_____	_____
d)	Part time Lecturer or its equivalents	_____	_____
e)	Assistant Lecturer or its equivalents	_____	_____
f)	Staff Associate or its equivalents	_____	_____

9. Relevant details of previous employment not mentioned in item 6 above

10. Academic qualifications in sequence (most recent first)

Institution	Period of Study	Award	Year of Award

11. Other academic experience (e.g. post-doctoral research, special courses, study leave projects etc) not mentioned in items 8.

12. Professional Qualifications, membership of professional societies, special

awards, etc (give details)

13. Offices, Committee membership (list with dates): -

(a) University _____

(b) Faculty/College _____

(c) Department _____

(d) Civic or Public _____

(e) Professional societies _____

(f) Editorial Boards _____

(g) Any other _____

14. Other University, Centre or Community activities: -

15. Current research or scholarly activities (mention any funding agencies)

16. Books published or in press (including books co-authored, edited, or contributed to - indicate the publisher and place of publication).

17. Other publications: - In each case give (a) title of the paper, (b) volume and date of the journal, (c) the first and last page number of your article. List the publications in chronological order of publication.

18. If your application is based on excellence in teaching, state or provide supporting evidence.

19. Any curriculum innovation you have initiated.

20. Any consultancy/advisory work you have been invited to provide by private, public or international organisation. Give dates and where possible, the outcome.

21. Any innovations you have made in Academic Leadership.

22. Names and addresses of three referees in one's own field who may be contacted by the University if necessary (at least two of the referees should be external to the University for Professorial grade and must be at professorial level). The referees must be furnished with guidelines and criteria for promotion, copies of curriculum vitae, off prints of publications, books and any other supporting evidence for the application.

SIGNATURE: - _____ **DATE:-** _____

23. Comments by Head of Department

SIGNATURE: - _____ **DATE:-** _____

24. Comments by Dean of Relevant Faculty

SIGNATURE: - _____ **DATE: -** _____

25. Comments by University Registrar wherever applicable

SIGNATURE: - _____ **DATE: -** _____

APPENDIX 9

APPLICATION FOR AWARD OF MERIT SALARY INCREMENT(S) TO ACADEMIC STAFF (MAXIMUM TWO)

I wish to apply for the award of (number) _____ merit salary increment(s)

Name and present position: _____

The following information is given in support of the application:

1. Date of last award of merit salary increment(s): _____

2. Date of appointment to present position: _____

3. Date of first appointment with the Mzuzu University

(a) As Lecturer _____

(b) As Assistant Lecturer _____

(c) As Staff Associate _____

(d) As other (specify) _____

4. Previous positions held prior to joining the Mzuzu University:

	Position	Institution
a)		
b)		
c)		
d)		
e)		
f)		

5. Academic Qualifications (in sequence, most recent first)

6. Research activities and Publications (state current research and list only those publications not previously listed in support of a successful merit increment)

7. Membership of Committees/Boards (list with dates);

(a) University: _____

(b) Centre: _____

(c) Departmental: _____

(d) Public or Civic: _____

(e) Professional Societies/Editorial Boards: _____

(f) Any Other Committees: _____

8. Involvement in Student Welfare activities: _____

9. State any other outstanding activities which support your application:

Signature of Applicant: _____ Date: _____

10. Evaluation by Head of Department/Dean etc of the Staff Member's performance

(a) Teaching: _____

(b) Research: _____

(c) Administrative Ability: _____

Completed by: _____ **Signature:** _____

Position: _____ **Date:** _____

APPENDIX 10

RETIREMENT / DEATH BENEFITS FOR UNIVERSITY NON NATIONAL STAFF

Staff Members from Scale D and Above

All tenured national academic and administrative staff on attaining the retirement age shall receive their benefits following the following formula: -

A. For those who have served 20 years and above;

$$\frac{20\text{years} \times 3 \times \text{Final Annual Basic Salary}}{20}$$

For those who have served less than 20 years, but have reached retirement age of 60 years;

$$\frac{\text{Years in Service} \times 3 \times \text{Final Basic Salary}}{20}$$

Those who have served for 21 years and above, use the following formula

$$\frac{3 \times \text{Annual basic salary} \times 20 \text{ years}}{20}$$

B. Retired benefits from Insurers (National Insurance Company): -

Defined Contribution

The formula is as follows: -

$$\frac{1 \times \text{Years in Service} \times \text{Final Annual Basic Salary}}{3}$$

From the above formula benefits are computed and paid as lump sum.

The commutation factor varies with age and ranges from 9.45 and over (NICO formula based on age). The two thirds ($\frac{2}{3}$) balance is divided by 12 to get pension per month.

C. Death Benefits

Calculated at 3 times annual salary as per the condition of the Group Life Policy plus members contribution and employers contribution.

Appendix 11

MZUZU UNIVERSITY

APPLICATION FOR A LOAN FOR PURCHASE OF BICYCLE

(AGREEMENT ON REVERSE)

(To be completed in duplicate)

A. TO BE COMPLETED BY SELLER

(An advance can be given only for a **new** bicycle)

Seller's Name.....

Seller's Address

.....

Make of Bicycle..... Frame No.....

Price to be paid (exclusive of cost of accessories purchased over and above accessories included in price of bicycle)

K.....

Signature of Seller.....DATE.....

.....

B. TO BE COMPLETED BY APPLICANT

Staff Member Appointment.....

Amount of Loan Requested K..... Salary per annum K.....

Period of Repayment Over.....Months. (maximum is 30 months).

Last Bicycle Loan in 19.....

Other Outstanding Loans in my Name are

.....

Signature of Applicant.....DATE.....

C. TO BE COMPLETED BY HEAD OF DEPARTMENT

I recommend/do not recommend* the grant of a Loan. (if not recommended attach reasons).

REGISTRARDATE:.....

D. TO BE COMPLETED BY THE REGISTRAR

I approve/do not approve* a Loan as in "B" above.

REGISTRAR:.....DATE.....

Pass:

1 copy to Director of Finance and Investment

1 copy Personal File

Paid by Voucher No..... of 20.....* Delete as necessary.

AGREEMENT OF A LOAN TO PURCHASE A BICYCLE

Agreement made this day of one thousand, nine hundred and
Between (hereinafter called the Borrower) and Mzuzu University.

It is agreed as follows:-

The University agrees to pay to the Staff Member (Borrower) the sum of K.....,

The Borrower agrees: -

To repay the Loan with interest at 10% over the period of months by deductions from his salary.
Not to sell, assign or in any way dispose of the bicycle without authority of the University until all monies including interest, have been repaid;
to report to the Registrar if the bicycle become unfit to use.

If the Borrower: -

- dies, leaves or is dismissed;
- disposes of the bicycle illegally;
- breaks this agreement in any way;
- make a false application

Then, the Borrower shall pay the balance of the Loan outstanding together with the interest, and the University shall have authority to deduct outstanding amounts from monies due to the Borrower.

If the Borrower is unable to pay the balance in circumstance outline in paragraph c, the University shall have power to seize bicycle.

This agreement shall be discharged when the Borrower has paid the debt and interest.

Witness our hands the day and year written above.

SIGNED BY THE BORROWERin the presence of:

Witness: Signature Full Name.....

Address.....

.....STAMP REQUIRED

Occupation.....

SIGNED ON BEHALF OF THE UNIVERSITYin the presence of:

Witness: SignatureFull Name.....

Address.....Occupation

Appendix 12
MZUZU UNIVERSITY

CAR LOAN AGREEMENT

(To be completed in triplicate)

THIS AGREEMENT is made theday of. BETWEEN. designation salary (Hereinafter called the BORROWER) of the one part and COUNCIL OF MZUZU UNIVERSITY (hereinafter referred to as THE UNIVERSITY) on the other part.

WHEREAS the Borrower who is in full employment of the University is desirous of obtaining a loan from the University to enable him/her purchase a motor vehicle and WHEREAS the University undertakes to pay the purchase price, less any moneys provided by the Borrower if any, from its own sources or where the University is unable for any reason whatsoever to provide funds from its sources it shall enter into an agreement with any other financial institution for the purpose of obtaining a financial loan to assist the Borrower and WHEREAS in consideration of the undertaking and payment aforesaid the Borrower enters this BOND with the conditions hereunder to secure the due repayment of the loan and the due performance of the conditions and obligations hereinafter set out IT IS HEREBY AGREED AS FOLLOWS:

1. a) That the University shall lend the Borrower the sum of being the purchase price/part purchase price of a motor vehicle described in the schedule hereto.
- b) That the University shall lend the Borrower the said sum of from sources from another financial institution namely at an interest of which may be reviewed from time to time by the said financial institution.

OR

- c) That the University shall lend the Borrower the said sum of from sources from another financial institution namely at an interest of which the said financial institution may review from time to time.
- d) That the University shall pay to the Borrower.
- e) That the said loan shall be repaid by monthly instalments for a period ofmonths commencing on the first month following the month in which the loan is granted.
- f) That the University shall deduct from the Borrower's monthly salary all sums due herein.
- g) That this agreement shall be terminated upon:
 - i) the borrower making default in performing any of his/her obligations under this agreement.
 - ii) the borrower committing an act of bankruptcy.
 - iii) the death of the borrower.
 - iv) the borrower ceasing to be in full time employment of the University.
- h) That on such termination as referred to above then all sums remaining unpaid shall become payable immediately.
- i) That if the borrower is unable to repay all sums due and he/she does not offer any alternative means of repayment acceptable to the University, the University shall seize the said motor vehicle and sell

the same by tender or by any means deemed reasonable by the University provided that the University deducts all reasonable costs arising from the sell and all monies due, and the balance of the proceeds if any shall be paid to the borrower.

2. And the borrower hereby agrees:

- a) To purchase absolutely and pay the whole of the purchase price of a motor vehicle described in the schedule hereto.
- b) To have the said vehicle examined and valued by a certified motor examiner who shall complete Appendix I hereto.
- c) To insure the said motor vehicle, effect a comprehensive insurance policy and pay all the premiums with an insurance company approved by the University until the said loan and interest thereon are fully repaid or otherwise discharged. The insurer or its agent shall complete Appendix II hereto.
- d) To punctually pay all sums due herein.
- e) To maintain the said motor vehicle at all times in sound running condition.
- f) Not to sell, assign, charge pledge or otherwise dispose of his/her property or any part of his/her property or other interest in the said motor vehicle or suffer anything whereby the property or other interest aforesaid shall become vested absolutely or otherwise in any other person whether by way of distress, execution or any other legal process without the written consent of the University.
- g) Not to remove the said motor vehicle from Malawi without the written consent of the University.
- h) To be bound by this agreement and also to bound his/her heirs, executors and administrators.

AMENDMENT

The University reserves the right to amend the terms herein and the borrower will be notified of the same.

As witness the hand of the said parties, the day and year first above written:

SIGNED by on behalf of
the Council of the Mzuzu University

.....

DESIGNATE

In the presence of

Date:

Name:

Occupation:

Address:

.....

.....

SIGNED by the said

Date:

(Name of borrower)

In the presence of

Name:

Occupation:

Address:

.....

SCHEDULE OF MOTOR VEHICLE

Make:

Year:

Registration No.

Engine Number.

Chassis Number:

Seating Capacity:

APPENDIX I

TO : Traffic Commissioner (Examiner of Motor Vehicles)

FROM: Finance Officer, Mzuzu University, Private Bag 1, Luwinga Mzuzu 2

I should be grateful if you would value the motor vehicle as detailed on the schedule attached.

DIRECTOR OF FINANCE AND INVESTMENTS

OFFICIAL STAMP

EXAMINER OF MOTOR VEHICLES

We certify that the vehicle has been examined and that its value is K.....

We regard further expenditure of K..... essential to render it fully serviceable.

.....

OFFICIAL STAMP

.....

On behalf of the Board

APPENDIX II

DETAILS OF INSURANCE

Name of Insurance Company

.....

Address of Insurance Company

.....

Cover Note No. Covers full Comprehensive Cover for a value of K..... in respective of the car Registration Number.....

Action has been taken to note the University's interest under a Loan Agreement and also, indemnity to Employer Clause. Payment of a mileage allowance will not be deemed to constitute use for hire or reward. The insurance covers workmen's compensation for fully employed driver employed by learner driver. The insurance will not be allowed to lapse without prior reference to Mzuzu University.

.....

INSURANCE COMPANY AGENT

DATE:

FORM OF APPROVAL

Other Advances/Loans Outstanding (To be completed by the Director of Finance and Investments)

<u>Type of Advance/Loan</u>	<u>Amount Outstanding</u>	<u>Last Instalment Due</u>
.....
.....
.....
.....
.....

Loan Approved

Payment Approved

.....
University Registrar

.....
Director of Finance and Investments

Date:

.....

Appendix 13

MZUZU UNIVERSITY

EMERGENCY ADVANCE/EDUCATION LOAN

(To be completed in triplicate)

A. I _____ Appointment _____ request an advance of salary on the conditions set out overleaf of K _____ to meet the following emergency/costs of my education as follows (attach details where necessary):

My date of appointment to the University was on _____ and my present annual salary is K _____. I agree to repay this advance in _____ monthly instalments.

Date: _____ Signature: _____

Recommended by Head of Department: _____

B. TO BE COMPLETED BY FINANCE OFFICER

Other advances/loans outstanding are:

	Type of Advance/Loan	Amount Outstanding	Last Instalment Due
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

Date: _____ Accountant: _____

C. I recommend that an advance of K _____ should be/should not be given for the following reasons. The advance should be repayable over _____ months.

Date: _____ Finance Officer: _____

D. I approve/do not approve the recommendation that an advance of K _____ should be/should not be given for the following reasons. The advance should be repayable over _____ months.

Date: _____ Registrar: _____

To: Director of Finance and Investments

A. GENERAL CONDITIONS

1. No Staff Member can claim an advance/loan as a right.
2. Advances/Loans will not be granted to Staff Members who:
 - a) if on permanent terms, are on probation;
 - b) are on temporary terms;
 - c) if on contract terms, are within the first six months of the beginning of a contract.
3. The Registrar has complete discretion to approve or refuse applications for advances.
4. No advance will be made until all repayments on advance of the same type have been paid off.
5. No advance/loan will be made if the deductions from salary required would, in conjunction with any other deductions, exceed half the amount of the monthly salary.
6. No advance will be made to staff appointed on contract terms when the period of repayment is longer than the period remaining on the contract.

B. EMERGENCY ADVANCE

7.

Definition	-	an emergency is strictly to be defined as a situation which could not have been foreseen affecting the applicants person or immediate family. Evidence of the emergency must be produced to convince the Registrar of the genuineness of the emergency. The Registrar may consult people or call for evidence to help decision.
Amount	-	not exceeding three month's salary.
Repayment	-	over not more than six monthly installments 10% interest.

