



# BLANTYRE INTERNATIONAL UNIVERSITY

## BIU STAFF RULES AND REGULATIONS POLICY

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January 2017

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## **STAFF RULES AND REGULATIONS AND CONDITIONS OF SERVICE**

This document sets out the Conditions of Service which apply to members of staff employed by Blantyre International University

### **DEFINITION**

*Unless otherwise indicated by the context the expressions below shall have the following meanings in these conditions of service:*

*Appointments Selection Committee:* the appointments selection committee of the Senate for each faculty.

*Board:* the Board of Blantyre International University.

*Calendar month:* a period extending from the first to the last day of any one of the 12 months in a calendar year.

*Calendar year:* any year commencing on 1 January and ending on 31 December.

*Date of appointment:* the date on which the contract of service takes effect.

*Disciplinary Action:* the action or actions taken as a result of an allegation for which a penalty is considered appropriate.

*Misconduct:* general misbehaviour to the prejudice of the good name or reputation of the University, and/or of discipline and the proper administration of the University. Without prejudice to the generality of the foregoing, misconduct includes corruption, dishonesty, drunkenness in the course of duty, false claims against the University or any of its constituent parts; insubordination, negligence of duty, falsification, suppression or unauthorized disclosure of accounts or records, unauthorized dissemination or disclosure of University information or records; conviction for criminal offences other than traffic offences; absence from duty without excuse; the performance of any other acts which are inconsistent with, or failure to perform acts which are essential to proper execution of the duties for which the staff member was engaged; failure to appear before or to answer questions satisfactorily in any investigation before any person or body designated by the University or any of its constituted bodies for the purpose of investigating any matter provided for in or arising out of any of the affairs of the University, or the conditions of service or the Code of Conduct. For the avoidance of doubt, misconduct includes any act or omission, which has the effect of embarrassing or tarnishing the good name of, or bringing into ridicule, the University, including the Senate, Board and the officers of the University”.

*Month:* a period extending from a date in one calendar month to the day preceding the corresponding date in the next calendar month, both dates inclusive.

*Pension Scheme and life cover:* The mandatory Pension Scheme and Life Cover provided for in the Pension Act of 2011.

*Senate:* the Senate of Blantyre International University.

*Staff Appointments Committee:* the Appointments Committee.

*Staff member:* a person appointed by the Board to the University.



*Statute:* the Statute of Blantyre International University and the regulations promulgated in terms thereof.

*Summary Dismissal:* dismissal without notice for serious misconduct.

*University:* Blantyre International University.

## 1. EQUAL OPPORTUNITIES

- 1.1 The University is an equal opportunity employer and is committed to a comprehensive policy of equal opportunities in employment under which individuals are selected and treated on the basis of their relevant merits and abilities. The aim of the University's Equal Opportunities Policy is to promote equality and to ensure that no job applicant or member of staff is subject to unlawful discrimination. In line with the University's commitment to
- 1.2 The University has therefore a policy of equal opportunities for all staff, regardless of gender, ethnic origin, colour, race, sex, faith, belief, religion, political affiliation, nationality, etc.

## 2. APPOINTMENT

- 2.1 *Statutory provisions*
  - 2.1.1 A staff member shall be appointed by the Board, subject to such delegated powers as granted by the Board from time to time.
- 2.2 *Probationary period*
  - 2.2.1 A staff member shall be appointed for a probationary period of six months.
- 2.3 *Extension of probationary period*
  - 2.3.1 A probationary period may be extended, during which no normal increment in the salary of the staff member concerned will be awarded.
- 2.4 *Confirmation of Appointment*

Acting on a recommendation of the appointments selection committee of the faculty concerned, the Board shall decide:

- to confirm the contract of the service with a staff member;
- to extend the probationary period with a further probationary period; or
- to terminate the staff member's services with one calendar month's notice.

### 2.3 *Costs of removal*

- 2.3.1 The University shall not be responsible for the costs of removal of staff members recruited from within Malawi.
- 2.3.2. The University may assist staff recruited from outside Malawi with the cost of removal.

## 3. RIGHTS AND DUTIES

### 3.1 *Execution of official duties*



3.1.1 A staff member is in the employ of the University, and is duty-bound to fully and effectively perform his/her task, i.e.: training, research and the execution of duties in pursuance of the mission of the University.

3.1.2 A staff member shall observe the Charter, Statutes and Ordinances of the University, to carry out all orders and regulations of the Board and the Senate.

3.1.3 Staff shall devote their whole time to serving the University and to work such number of hours as are necessary to carry out the duties of the post.

3.1.4 A staff member shall make such arrangements in regard to place of residence as will allow him/her to carry out effectively all his/her University duties and responsibilities and play the full part in the work and life of the University appropriate to his/her post, as the allocation of duties and responsibilities between staff cannot normally be modified to take account of residential factors.

### 3.2 *Outside work and conflict of interest*

3.2.1 Staff members may do outside work or run own business, provided this does not conflict with the University's work or adversely affect the staff member's responsibility of fully satisfying the requirements arising from the academic programme of the university.

3.2.2 However, in accordance with the Policy on Personal Relationships and Conflicts of Interest in the Workplace, all staff members shall conduct themselves at all times in ways that are consistent with their roles and duties, and that are in line with all University staffing policies. They shall declare any real or potential conflicts of interest. They shall not normally take up other engagements or appointments outside the University during the course of their employment, unless with the approval of the Board

### 3.3 *Redeployment*

3.3.1 Should changed circumstances in a department or in the University make it necessary, the University reserves the right to redeploy any staff member elsewhere in a post of commensurate duties and responsibilities.

### 3.4 *Participation in politics*

3.4.1 Should a staff member be officially nominated as a candidate for parliament or similar political appointment, such external appointment shall be made known to the University.

### 3.5 *Invigilating at examinations and tests*

3.5.1 Staff members are expected to invigilate at examinations and tests as instructed by the head of the department concerned.

### 3.6 *Duties of an internal examiner*

3.6.1 Staff members acting as internal examiners shall be present in all the examination halls where the examination concerned takes place within the first half hour of the examination and shall, furthermore, be available there,

by prior arrangement, for the duration of the examination.



### 3.7 *Working hours*

3.7.1 The official working hours are 8:00 hours to 17 hours with lunch break from 13:00 hours to 14:30 hours, Monday to Friday each week.

### 3.8 *Teaching Contact Hours*

3.8.1 The lecturer-student teaching contact hours per course shall be no less than 48 hours per semester.

3.8.2 Academic teaching staff members shall obtain time audit sheets at the beginning of each lecture from the Registrar's Office and return the same to the Registrar's Office immediately after the lecture.

3.8.3 Audit time sheets shall be signed by at least two (2) students at the end of the lecture before returning them to the Registrar's Office.

3.8.4 Upon returning the audit time sheets, the Registrar or his/her representative shall sign them before filing them.

### 3.9 *Intellectual Property*

3.9.1 All rights, interests and title resulting from an invention and/or patent made by a staff member at the University in the course of his/her scope of employment as employee of the University and field of specialisation at the University, vest in the University.

3.9.2 All copy and patent rights on computer software and related flowcharts, diagrams and inventions developed at the University during the course of his/her scope of employment as employee of the University and field of specialisation at the University, vest in the University.

3.9.3 Copy rights resulting from University projects or programmes, including all material and programs used for distance education and computer user areas, vest in the University.

3.9.4 Ownership of all patents that a staff member is able to register within one calendar year after having left the service of the University, will be deemed to have arisen from his/her scope of employment at the University and field of his/her specialisation at the University and vest in the University until the contrary is proved. In accordance with this contract of service, staff members undertake to:

3.9.4.1 subject themselves to the University's policy on Intellectual Property as determined from time to time;

3.9.4.2 complete and sign a disclosure form in which they will disclose to the University any ingenious, new, unique or extraordinary idea or invention that is made in the course of their scope of employment as employees of the University and field of specialisation; provided that if the University undertakes the further exploitation thereof they will be entitled to compensation in terms of the stated policy; and

3.9.4.3 refrain from claiming or using any Intellectual Property due to the University

3.9.5 All staff shall grant the University free licence to reproduce (for teaching and examination purposes within the University only), all such teaching and examination



material as they may produce in the course of their duties. This provided that such licence would be regarded as having lapsed should the material in question be published in book form by the staff member.

### 3.10 *Responsibilities and powers of the head of a department*

3.10.1 A head of a department is, in addition to any activities or duties entrusted to him/her, responsible for:

- the effective and efficient management (planning, decision making, direction, administration and control) of the department;
- the arrangement and performance of the activities of his/her department in pursuance of the approved mission, policy and applicable regulations of the University, as well as the application of these conditions of service and regulations as regards the staff in his/her department.

3.10.2 All departmental dealings shall take place by or under signature of the head of the department.

### 3.11 *Confidentiality*

3.11.1 A staff member shall not disclose to anyone else outside the University (or to any University employee who does not have a need to know) any confidential information about the University, which the staff member has acquired during his/her employment. This duty continues to apply after the staff member's employment comes to an end. It is not limited in time but does not apply to information ordered by a court to be disclosed or otherwise required by law to be disclosed.

### 3.12 *Use of University Property*

3.12.1 No apparatus or property of the University may be used for private purposes.

## **4 CODE OF CONDUCT FOR ACADEMIC STAFF**

4.1 An academic staff shall teach his/her courses at scheduled times, in depth. Teaching and research in the various disciplines shall be of high standards.

4.2 An academic staff shall constantly improve his knowledge in his areas of expertise.

4.3 An academic staff shall not relate to his/her students in a way that could compromise or be seen to have compromised his/her position as a teacher, examiner and guardian.

4.4 An academic staff shall not favour any student by disclosing examinations questions before the scheduled time for such examinations or by awarding unearned grades or by acting in any other manner inconsistent with his/her or her status as a University Examiner.

4.5 An academic staff shall not plagiarise the work or works of other authors.

4.6 An academic staff shall attend official meetings regularly and promptly.

4.7 The Vice-Chancellor, Dean, Heads of Departments, Directors and other constituted bodies shall promptly investigate any breach of this Code that is reported to them in writing. Such officers and bodies shall take decisions commensurate with their level of authority or





refer the matter to such a person or body that has authority to act on the matter. Where a member of staff has been charged with an offence before a competent Court of Law or judicial Tribunal, he/she shall be interdicted from service forthwith, and shall be put on half pay until the final determination of the matter. If at the end of the trial he/she is acquitted, he/she shall be entitled to the balance of his/her pay.

4.8 An academic staff shall not disclose the contents of a confidential document or official information without proper authority.

4.9 *Sanctions*

4.9.1 The Code of Conduct shall be binding on all academic staff and where there is need for sanctions, recourse shall be made to the existing statutes, ordinances, regulations and rules as appropriate.

## **5 CODE OF CONDUCT FOR NON-ACADEMIC STAFF**

5.1 A non-academic staff shall not disclose the contents of a confidential document or official information without proper authority.

5.2 A non-academic staff shall not delay official work, official correspondence or any official duty.

5.3 Any official work shall be meticulously carried out to the satisfaction of the University. Any official minutes, notes, correspondence, or such other relevant document shall be properly written to truly reflect the decisions.

5.4 Prompt and courteous attention should be the hall-mark of a University staff.

5.5 *Sanctions*

5.5.1 The Code of Conduct shall be binding on all non-academic staff and where there is need for sanctions, recourse shall be made to the existing statutes, ordinances, regulations and rules as appropriate.

## **6 CODE OF CONDUCT FOR ALL STAFF**

6.1 A member of staff shall not be a member of, or belong to, or take part in any society the membership of which is incompatible with the functions or dignity of his/her office.

6.2 Staff members shall at all times conduct themselves in a manner befitting the service of the University. Any harmful or scandalous activity considered constituting serious misconduct in the eyes of the University, appropriate action shall be taken by the Vice Chancellor or Chancellor or Board to remedy the situation.

6.3 All staff shall give adequate notice to the appropriate officer of the University and obtain prior approval before travelling out of the University or before extending their approved leave either in Malawi or overseas.

6.4 A staff member shall not accept, obtain, or cause any person to accept, or attempt to obtain from any persons, for himself/herself or for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do any act in



relation to University affairs or business or for showing or forbearing to show favour or dis-favour in matters relating to the University.

- 6.5 It shall be the duty of every member of staff to keep and preserve any University property entrusted to him/her with due care and diligence. If the University sustains a loss by reason of neglect or default of a member of staff, he/she shall, as far as practicable, be liable to make good the loss or damage. The assessment of what is payable shall be determined by the University but this shall be without prejudice to the recommendation of any Commission of Enquiry that may be instituted by the University.
- 6.6 Any sum of money due to such a member of staff from the University may be withheld in partial or full satisfaction of such a loss or damage;
- 6.7 Where a prima facie case of breach of any of these code of conduct has been made against a member of staff, such staff member shall not be granted leave, study leave or any other leave whatsoever, until the case has been disposed of. Such a case shall normally be concluded within three months or at such a reasonable period of time thereafter as may be decided by the Vice-Chancellor;
- 6.8 Children and wards of staff shall keep to the laws of the land and all University regulations.
- 6.9 Notwithstanding the above, all staff shall be directly responsible for their personal conduct to acceptable standards in society.
- 6.10 *Sanctions*

6.10.1 The Code of Conduct shall be binding on all staff and where there is need for sanctions, recourse shall be made to the existing statutes, ordinances, regulations and rules as appropriate.

6.10.2 Parents and guardians of children and wards who engage in anti-social behaviour (that is, any act that would amount to an offence under the laws of the land and such other conducts that would be a source of nuisance and inconvenience to neighbours) shall be held responsible for the actions of such children or wards.

## 7. REMUNERATION

- 7.1 A staff member is remunerated according to a remuneration package as determined from time to time by the Board.
- 7.2 No additional remuneration is payable by the University to a staff member as a result of a shortage of staff or for any other reason.
- 7.3 The Payment of remuneration for academic teaching staff during the teaching period shall be based on a fixed sum and an hourly rate for the number of hours actually taught per course every month.
- 7.4 The fixed amount, which caters for all other duties of an academic staff member, shall be 30 percent of the stipulated total gross emoluments for each grade and scale while the actual amount of pay for the remaining 70 percent will be based on the number of hours actually taught during the teaching period in any semester.



7.5 Staff shall receive their normal remuneration when the University is in recess or when staff are on leave.

7.6 No salary deduction shall be made for any staff absence due to sickness, subject to a medical doctor's report being presented to the Registrar's Office.

### 7.3 *Salary Arrangements*

7.3.1 Staff salaries are paid in 12 equal monthly instalments by direct transfer to the Bank account of staff members.

### 7.4 *Salary Payment Date*

7.4.1 Salary payments will normally be available in the bank account of staff members on the 25th of the month unless this falls on a Saturday, Sunday, or a Holiday, when payment will normally be made instead either on the last working day prior to or on the first working day after the 25th. In December payment will normally be made on the last working day before Christmas.

7.4.2 No deductions will be made from a staff member's salary other than the compulsory deductions in terms of law, regulations, court order or Board resolution, agreement or on written request of the staff member.

### 7.5 *Annual Increments*

7.5.1 All staff members shall be awarded an automatic annual increment on each annual anniversary of his/her appointment.

### 7.6 *Housing*

7.6.1 Blantyre International University shall not provide free housing for its employees.

### 7.7 *Salary Advance*

7.7.1 Salary Advance may be granted to a staff member to meet emergency financial problems. Such an advance should not exceed half of the monthly basic salary and should be payable in full at the end of the month.

7.7.2 Salary Advance shall be approved by the Vice Chancellor.

### 7.8 *Staff Loans*

7.8.1 The University shall have a revolving fund that would cater for emergency loans. The loans would attract an interest at the ruling bank rate.

### 7.9 *Short Term Loan*

7.9.1 A staff member may apply for a loan of one to two months' salary to be authorized by the Vice Chancellor, to be deducted in 6 months.

### 7.10 *Long Term Loan*

7.10.1 A staff member may apply for a loan of up to three months' salary, to be approved by the Chairman of the Finance Committee, to be deducted in 12 months.

### 7.11 *Car Loan*

7.11.1 Car loan to the maximum of 1½ times of one year's salary may be provided on availability of funds. Such a loan shall be approved by the Board following a ..... recommendation from the Finance Committee.



7.11.2 The repayment of the loan shall leave an employee with not less than 60% of his/her monthly net pay.

## 7.12 *Pension Scheme and Life Insurance*

### 7.12.1 *Full-Time Staff*

7.12.1.1 All full-time staff below the age of 50 years shall join the mandatory Pension Scheme and Life Cover provided for in the Pension Act of 2011 through the National Bank of Malawi.

7.12.1.2 The staff shall contribute 5% of basic monthly salary and the University shall contribute 10% of the staff member's basic monthly salary.

7.12.1.3 The University shall pay insurance premium as life cover of one year's basic salary for all staff members.

7.12.1.4 The life cover shall form the staff members' death benefits and the University shall not bear any liability for any staff member's demise.

7.12.1.5 Staff members over the age of 50 years shall not be eligible for the mandatory Pension Scheme provided for in the Pension Act of 2011.

7.12.1.6 The University shall pay staff members over the age of 50 years the pension contribution and the management fee for the pension scheme the University would have made if the staff members were below the age 50 years under the mandatory Pension Scheme provided for in the Pension Act of 2011 through IndeTrust Limited together with the Staff members' monthly salaries.

7.12.1.7 Following from the above, the University shall not bear any liability for gratuity or demise of all staff members.

7.12.1.8 Staff members above 50 years shall make their own arrangements for pension from the pension contribution and the management fee for the pension scheme the University would have made if the staff members were below the age 50 years under the mandatory Pension Scheme provided for in the Pension Act of 2011 through IndeTrust Limited

### 7.12.2 *Part-Time Staff*

7.12.2.1 Part time staff shall not be eligible for the pension and life cover under the mandatory Pension Scheme and Life Cover provided for in the Pension Act of 2011.

## 8. LEAVE

8.1 A staff member shall be entitled to an annual leave of 28 days.

8.2 The academic year extends from 1 January to 31 December. The months of December and July are the periods when academic staff may take their annual leave.

### 8.4 *Public Holidays*

8.4.1 In addition to the period of annual leave notified above, a staff member will be entitled to the public holidays of the Republic of Malawi.

### 8.5 *Accumulation of Leave Days*

8.5.1 The University year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Any part of holiday not taken during the University year which falls due shall be forfeited, unless the



University requested the staff member not to go on leave due to the exigencies of the service.

#### 8.6 *Pay in Lieu of Leave*

8.6.1 Pay in lieu of leave shall only be possible if the University asked the staff member not to go on leave, on termination of contract.

#### 8.7 *Leave Days while on Training*

8.7.1 A staff member on study leave, whether within or outside Malawi, shall not continue to earn holiday while on study leave.

#### 8.8 *Leave Days after Death of Staff Member*

8.8.1 When a staff member passes away, the leave days accumulated shall be paid in cash.

#### 8.9 *Sick leave, etc.*

##### 8.9.1 *Notification of Absence*

8.9.1.1 When a staff member is absent from work on any day, the Registrar should be informed at the earliest possible moment, and given an indication where possible of the likely duration of the absence. A staff member who fails to do this will normally forfeit his/her entitlement to sick pay.

##### 8.9.2 *Certification of Absence*

8.9.2.1 A Certificate of Personal Sickness is required for absences resulting from sickness.

##### 8.9.3 *Paid Sick Leave*

8.9.3.1 A staff member, under a doctor's orders shall be entitled to three months sick leave on full pay, further three months on half pay and further three months on unpaid sick leave.

8.9.3.2. A staff member sick for more than nine months shall have his/her employment terminated.

##### 8.9.4 *Medical Examination*

8.9.4.1 The University has the right to require a member of staff, who receives payment during a period of sickness, to be medically examined by a specified medical practitioner.

##### 8.9.5 *Maternity Leave*

8.9.5.1 A female staff member will be entitled to three months maternity leave on full pay. Maternity leave shall be granted once in every three years.

##### 8.9.6 *Sabbatical Leave*

8.9.6.1 An academic staff member shall be entitled to go for one year's sabbatical leave at half-pay after seven years' continuous service, provided that the timing of such leave and the venue and programme are approved by the Vice Chancellor. The venue shall normally be another University or a research institution, and the programme shall be one that is likely to enhance teaching and/or research capability of the staff member upon return to the University.



8.9.6.2 Entitlement to sabbatical leave may not be aggregated into two consecutive periods of leave or into one period of leave at full-pay. An academic staff member who expects to leave the University's employment shortly shall not be granted sabbatical leave.

8.9.6.3 An academic staff member who does not go on sabbatical leave after 7 years continuous service forfeits his or her entitlement of sabbatical leave and half-pay of monthly salary.

## 9. DISCIPLINE

9.1 All staff members are subject to the disciplinary provisions of the University, as ..... determined in the Statute of the University.

9.2 Staff shall seek an informal resolution to any grievance concerns or complaints they may have. However, if the staff member wishes to raise a formal grievance in relation to their employment they may do so in writing.

9.3 A staff member who raises a grievance that is not upheld and is found to be vexatious or malicious may face disciplinary action.

### 9.4 *Disciplinary Procedure*

9.4.1 In the event of formal disciplinary action being considered necessary, the normal sequence of events will be:

1. A Formal verbal warning given. A record of this warning will be placed on the staff member's personal file and removed if no further disciplinary action occurs within the succeeding 6 months.

2. A written warning. A copy of this warning will be placed on the staff member's personal file. The warning will be removed from the staff's personal file if no further disciplinary action occurs within the succeeding 12 months.

3. A final written warning which will warn that dismissal, transfer or demotion may take place if there is no improvement in performance/conduct. A copy of this warning will be placed on the staff's personal file. The warning will be removed from the staff's personal file if no further disciplinary action occurs within the succeeding 2 years

4. For further indiscipline the staff may be demoted or dismissed with the appropriate period of notice.

9.4.2 .In the case of serious misconduct, it may not be practicable to follow this sequence of events and the University reserves the right to suspend the staff member on full pay whilst investigating the matter and, subsequently, to dismiss the Member with or without notice. Any such suspension shall be notified to the staff member in writing.

9.4.3 The staff member shall be entitled to appeal against any formal disciplinary action taken, including dismissal. In every case where formal disciplinary action is taken, the person taking the action shall furnish a copy of the appeals procedure document to the staff member concerned at the time of notification of the disciplinary action.



## 10 EVALUATION AND PROMOTION OF ACADEMIC EMPLOYEES

10.1 Every staff member's performance shall be evaluated to assess and improve the ..... effectiveness of the staff member.

### 10.2 *Evaluation*

10.2.1 The evaluation of an academic staff shall be the appraisal of the extent to which the employee has met his/her professional obligation. The evaluation shall be made by the Vice Chancellor or designee. Such evaluation may be considered by the Vice Chancellor and appropriate administrative officers in making decisions or recommendations with respect to continuing appointments, renewal of term appointments, promotions, discretionary adjustments to basic annual salary and for any other purpose where an academic staff's performance may be a relevant consideration.

### 10.3 *Promotion/Reappointment Criteria*

10.3.1 Recommendations of academic employees may include, but shall not be limited to, consideration of the following:

- a) Mastery of subject matter - as demonstrated by such things as advanced degrees, licenses, honours, awards and reputation in the subject matter field.
- b) Effectiveness in teaching - as demonstrated by such things as judgment of colleagues, development of teaching materials or new courses and student reaction, as determined from surveys, interviews and classroom observation. As appropriate, effective teaching is the most important of the criteria for personnel evaluation.
- c) Scholarly ability - as demonstrated by such things as success in developing and carrying out significant research work in the subject matter field, contribution to the arts, publications and reputation among colleagues.
- d) Effectiveness of university service - for example, as demonstrated by such things as college and university public service, committee work, administrative work and work with students or the community in addition to formal teacher-student relationships.
- e) Continuing growth - as demonstrated by such things as reading, research or other activities to keep abreast of current developments in the academic employee's fields and being able to handle successfully increased responsibility.

### 10.4 *Promotions*

#### 10.4.1 Senior Lecturer to Associate Professor:

10.4.1.1 Promotion to Associate Professor requires both a high and consistent level of performance. More specifically, the candidate should hold a Masters Degree appropriate to the academic discipline or possess professional qualifications in the field equivalent to a Masters Degree. To be promoted to Associate Professor requires evidence of excellence in teaching, substantial university service, and continuing scholarly productivity as demonstrated by publications in scholarly journals, presentation of papers at conferences, performances of the faculty member's work, or other comparable work appropriate to the mission of the University.



#### 10.4.2 Associate Professor to Professor:

10.4.2.1 Promotion to Professor indicates very substantial and sustained performance. Of particular importance to teaching faculty is the possession of a record of sustained teaching excellence and continuing scholarly productivity as demonstrated by scholarly publications in journals, presentation of papers at conferences, performances of the faculty member's work, or other comparable work appropriate to the mission of the University.

10.4.2.2 The University does not believe that a faculty member who cannot demonstrate clear, reliable, and consistent evidence of excellence in teaching should be promoted to Professor. Excellence in teaching should be the sine qua non of promotion to Professor.

10.4.2.3. The absence of an earned doctorate should not in and of itself preclude promotion to full Professor. Faculty who, over an extended career of perhaps 20 or more years, have demonstrated scholarly and/or creative productivity of major regional or national significance (e.g. a major novel, numerous award-winning art works invited for national-level exhibit, guest performances within the region) may appropriately be considered.

10.4.2.4 Similarly, faculty with the doctorate, many years of service, and documented excellence in teaching, but without major scholarly productivity, should not be precluded from consideration for promotion to full Professor. Length of service, in itself, is not a qualification for promotion.

#### 10.5 *Procedures for Personnel Decisions*

10.5.1 The Vice Chancellor, after seeking consultation, may appoint, promote, reappoint, or recommend to the Board for appointment or reappointment such persons as are, in the judgment of the Vice Chancellor, best qualified. Such appointments shall be consistent with the operating requirements of the University.

10.5.2 The term "consultation" means consideration of recommendations of academic or professional employees, including the committees, if any, of the appropriate department or professional area, and other appropriate sources in connection with appointment or reappointment of a specified employee. Normally, such consultation consists of consideration of the recommendation of the employee's (as appropriate) Department, Chair, Dean, and Vice President.

#### 10.6 *Advisory Committee*

10.6.1 In the event that there is concern over a reappointment or promotion recommendation, after a recommendation of the Dean (or equivalent administrative officer), the Vice Chancellor with the written concurrence of the faculty member or the faculty member may request that an Advisory Committee be established. This ad hoc committee will be made up of three members of staff. The Vice Chancellor and the employee shall each designate a member to serve on the Committee. The third member shall be selected by the two designated members and shall serve as chair.

10.6.2 The Committee shall review the recommendations and shall report its recommendations to the Vice Chancellor and the staff member.

10.6.3 Following receipt of the Committee's recommendations, the Vice Chancellor shall take such action as may be deemed appropriate and shall notify, in writing, the staff member and the ad hoc committee.





## 10.7 *Evaluation and Promotion of Professional Staff Members*

### 10.7.1 *Evaluation*

10.7.1.1 Each professional staff member shall have his/her performance evaluated by his/her immediate supervisor formally, in writing, once each year during the term of appointment. Such evaluations will be based on a performance programme determined by the immediate supervisor after consultation with the staff member. The performance must be characterized, in summary, as either satisfactory or unsatisfactory.

10.7.1.2 The performance programme is a document which forms the basis for the annual evaluation of a professional staff member. It should include a discussion of specific duties and responsibilities, objectives and evaluative criteria applicable to a particular position for a specific evaluative period. The performance programme can, and should when appropriate, be modified and updated by the immediate supervisor in discussion with the professional staff member.

### 10.7.2 *Promotion*

10.7.2.1 The Vice Chancellor, after consideration of the supervisory evaluation and recommendations from appropriate personnel, may promote or recommend for promotion to the board any professional employee.

10.7.2.2 Promotions are an increase in a professional employee's basic annual salary and a change in title to a higher rank:

1. Resulting from a permanent significant increase or change in his/her duties and responsibilities as a consequence of movement from one position to another of greater scope and complexity of function; or
2. Resulting from a permanent significant increase or change in his/her duties and responsibilities as a consequence of a permanent increase in the scope and complexity of function of his/her position.

### 10.7.3 *Criteria*

10.7.3.1 As they relate to the duties, responsibilities and objectives of the position in which a professional staff member is being evaluated or for which such staff member is being considered for promotion, the following criteria may include but not be limited to:

1. Effectiveness in Performance - as demonstrated, for example, by success in carrying out assigned duties and responsibilities, efficiency, productivity, and relationship with colleagues.
2. Mastery of Specialization - as demonstrated, for example, by degrees, licenses, honours, awards, and reputation in professional field.
3. Professional Ability - as demonstrated, for example, by invention or innovation in professional, scientific, administrative, or technical areas; i.e., development or refinement of programmes, methods, procedures, or apparatus.
4. Effectiveness in University Service - as demonstrated, for example, by such things as college and university public service, committee work, and involvement in college or university related student or community activities.



5. Continuing Growth - as demonstrated, for example, by continuing education, participation in professional organizations, enrolment in training programmes, research, improved job performance and increased duties and responsibilities.

#### 10.7.4 *Internal Promotion Policy*

10.7.4.1 The University recognizes the need for a career development programme for its staff members and the need to provide equal employment opportunity for all qualified persons. As a means of addressing these needs, the University will notify all professionals of vacancies in the Professional Category and give consideration to internal candidates.

## 11 STAFF TRAINING

11.1 The University shall strive to train its staff in order to improve their performance. The training shall be done in accordance with identified needs and availability of funds.

11.2 The training shall take place on the job, through seminars/workshops, short courses of a minimum of 6 months, or long courses at institutions within or outside Malawi.

## 12 DEATH OF STAFF MEMBER

12.1 Upon the death of a staff member, the University shall inform the next of kin of the death and arrange for the payment of the staff member's terminal benefits to beneficiaries as prescribed in the contract prevailing at the time of death and according to the deceased will.

12.2 The University may render any assistance it may consider appropriate, such as provision of a coffin and transport for the burial of the deceased.

## 13. TERMINATION OF SERVICE

### 13.1 *Retirement*

#### 13.1.1 On reaching pensionable age

13.1.1.1 The normal retirement age is 60 years. After the age of 60, and on the basis of continuous satisfactory performance, employment may be continued until a maximum age of 75. A member of staff shall retire no later than 31 December of the year in which the age of 75 is attained.

#### 13.1.2 *Early retirement*

13.1.2.1 With the approval of the Board, a staff member may retire at the age of 55.

#### 13.1.3 *Poor health*

13.1.3.1 In the event of poor health, a staff member may apply to leave the service of the University before the normal retirement age in accordance with the rules of the relevant Pension Fund or Retirement Fund.

### 13.2 *Expulsion and discharge*

13.2.1 A staff member may be expelled or discharged by the Board on grounds of serious misconduct or incompetence.

### 13.3 *Notice of Termination of Employment*

13.3.1 A staff member's service may be terminated by giving at least one calendar month's



notice in writing by the University or by the staff member, the notice taking effect (except in the case of non-teaching staff) at the end of the University Semester. However subject to mutual agreement the requirements for the notice to take effect at the end of a Semester may be waived.

#### 13.4 *Summary Dismissal*

13.4.1 The University reserves the right, in the event of any serious misconduct or breach of duties and obligations on the part of a staff member, to terminate his/her employment without notice or payment in lieu of notice. A staff member so dismissed shall not receive holiday pay.

### **14 AMENDMENT OF CONDITIONS OF SERVICE**

- 14.1 The Board may amend these conditions of service and regulations at any time, which amendments shall form part of these conditions of service and take immediate effect.
- 14.2 No member of staff has authority to make any changes in the Terms and Conditions of Service of any member of staff. If any other member of staff purports to effect any change in the Terms and Conditions of Service, the University will not be bound by any such change.

### **15 GENERAL**

- 15.1 Any dispute resulting from the interpretation or application of these conditions of service shall be referred to the Vice-Chancellor for a decision; provided that an appeal may be made to the Board for a final decision.

Done this 10<sup>th</sup> day of March, 2014 in Blantyre, Malawi.

A handwritten signature in black ink, appearing to read 'Chanthunya', is written over a horizontal line.

Signature: Prof Charles L. Chanthunya

Chairman, Board of Directors