

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

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PUBLICS

ECOLE NATIONALE SUPERIEURE
DES TRAVAUX PUBLICS

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REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF PUBLIC
WORKS

NATIONAL ADVANCED SCHOOL
OF PUBLIC WORKS

THE BOARD OF DIRECTORS

**STATUTE OF THE PERSONNEL OF THE
NATIONAL ADVANCED SCHOOL OF
PUBLIC WORKS (NASPW)**

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BOARD OF DIRECTORS

**STATUTE OF THE PERSONNEL OF
THE NATIONAL ADVANCED
SCHOOL OF PUBLIC WORKS
(NASPW)**

**RESOLUTION No. 007/R/NASPW/CD OF _____ ON THE STATUTE OF
THE PERSONNEL OF THE NATIONAL ADVANCED SCHOOL OF
PUBLIC WORKS**

**THE BOARD OF DIRECTORS, MEETING AT ITS 2ND EXTRORDINARY SESSION
OF 7 JULY 2021,**

- MINDFUL of the Constitution;
- MINDFUL of Law No. 92-007 of 17 August 1992 on the Labour Code of Cameroon;
- MINDFUL of Law No. 2001/005 of 16 April 2001 on the orientation of higher education;
- MINDFUL of Law No. 2017/010 of 12 July 2017 to lay down rules and regulations governing public establishments;
- MINDFUL of Law No. 2018/012 of 11 July 2018 relating to the fiscal regime of the State and other public entities;
- MINDFUL of Decree No. 78/484 of 9 November 1978 fixing the provisions applicable to State employees governed by the Labour Code;
- MINDFUL of Decree No. 93/035 of 19 January 1993 on the Special Status of Higher Education Personnel;
- MINDFUL of Decree No. 94/199 of 7 October 1994 on the General Rules and Regulations governing Civil Servants
- MINDFUL of Decree No. 2011/409 of 9 December 2011 to organize the Government, amended and supplemented by Decree No. 2018/190 of 2 March 2018;
- MINDFUL of Decree No. 2011/119 of 18 May 2011 to lay down Common Provisions applicable to Support Staff of Cameroonian University Institutions;
- MINDFUL of Decree No. 2012/031 of 12 January 2012 fixing the amounts and terms and conditions for the payment of allowances and bonuses allocated to support staff of State University Institutions;
- MINDFUL of Decree No. 2012/436 of 1 October 2012 to organize the Ministry of Public Works;
- MINDFUL of Decree No. 2012/433 of 1 October 2012 to organize the Ministry of Higher Education;
- MINDFUL of Decree No. 2016/426 of 26 October 2016 to reorganize the National Advanced School of Public Works;
- MINDFUL of Decree No. 2019/320 of 19 June 2019 to lay down conditions for implementing some provisions of Laws No. 2017/010 and 2017/011 of 12 July 2019 to lay down the general rules and regulations governing public establishments and public corporations;

MINDFUL of Decree No. 2019/541 of 14 October 2019 to appoint the President of the Board of Directors of the NASPW;

MINDFUL of Decree No. 2019/542 of 14 October 2019 to appoint the Director and Deputy Director in charge of studies of the NASPW;

MINDFUL of Order No. 038/PM of 7 April 2020 to establish the composition of the Board of Directors of the National Advanced School of Public Works;

MINDFUL of Joint Order No. 057/AC /MINESUP-MINTP of 7 May 2021 on organization and functioning of the Disciplinary Council of the National Advanced School of Public Works;

MINDFUL of the deliberations of the Board of Directors of the NASPW during its 2nd extraordinary session of 7 July 2021,

HEREBY ADOPTS AS FOLLOWS:

PART I: GENERAL PROVISIONS

CHAPTER I: PURPOSE AND SCOPE

ARTICLE 1:

1. This statute shall govern the working relationship between the National Advanced School of Public Works (NASPW) and its personnel.

2. The personnel of the National Advanced School of Public Works includes:

2.1. The teaching staff which includes three (3) categories:

- permanent teachers ;
- associate teachers;
- part-time teachers.

2.2. Non-teaching staff consisting of three (3) categories:

- directly recruited staff;
- Civil servants on secondment;
- State employees governed by the labor code, placed at the disposal of NASPW at the request of the Director after approval by the Board of Directors.

ARTICLE 2: The personnel provided for in Article 1 above shall be subject to the provisions of this statute during the duration of their activity at the NASPW.



CHAPTER II: RECRUITMENT OF PERSONNEL

ARTICLE 3:

1. Recruitment in NASPW shall be open to Cameroonians of both sexes who meet the following conditions:
 - Be at least 17 years old;
 - Be fit for the position for which you are applying after a medical examination at the initiative of NASPW and at the expense of the person concerned,
 - Have never been the subject of an unsuspended sentence for a crime, a misdemeanor (theft, forgery, influence peddling, fraud, corruption, embezzlement of public funds and breach of trust, etc.) or an offence resulting in a prison sentence of more than six (6) months,
 - Have never been the subject of an offence accompanied by one of the disqualifications provided for in paragraph 1 and 6 of Section 30 of the Penal Code.
2. Failure to produce or falsification of any of the information listed above shall constitute grounds for either rejection of the application or dismissal without notice or compensation, without prejudice to legal action.

ARTICLE 4:

1. Recruitments shall be done according to an annual recruitment plan validated by the Board of Directors and decided by:
 - The Director of NASPW for personnel from the 1st to the 9th category.
 - The Director of NASPW after validation by the Board of Directors for personnel from the 10th to the 12th category.
2. Recruitment, as evidenced by an Order of the Director, shall be effective
3. Recruitment shall be for a fixed or indefinite period.

ARTICLE 5:

1. The recruitment of the staff shall be by file study according to the work positions defined in the organization chart of NASPW and budgetary provisions.
 2. The different jobs at NASPW shall be structured in two main groups:
 - Teaching staff;
 - Non-teaching staff.
3. At the time of recruitment, the personnel shall be classified at the first level of one of the categories defined by the classification referred to in Article 4 above.
4. However, staff recruited, on secondment or placed at the disposal of NASPW shall be reclassified at the category and level corresponding to their index or category, in accordance with the correlation table in Appendix 1 of this resolution.

ARTICLE 6:

1. The person recruited shall be subject to a trial period in accordance with the regulations in force.
2. At the end of the trial period, the employee shall be either dismissed if the trial is not successful, or confirmed in his/her position.

CHAPTER III : PROFESSIONAL CLASSIFICATION

ARTICLE 7 :

1. The professional classification of the NASPW staff, except for the teaching staff belonging to the higher education corps, is modelled on that of the support staff of the public university institutions which comprises twelve (12) categories numbered from 1 to 12 and divided into three (3) classes:

- The first class, comprising executive staff from the 10th to the 12th category, corresponds to design, management and control functions;
- The second class, composed of supervisory staff from the 7th to the 9th category, corresponds to the functions of preparation and control;
- The third class, made up of staff recruited on the basis of a decision from the 1st to the 6th category, corresponds to execution and application tasks.

2. Each category shall have twelve (12) level numbered from 1 to 12
3. The category classification of an officer takes into account both his or her qualifications and professional skills.
4. When a staff member reaches level 12 of his/her grade, he/she may be reclassified to the next higher grade if he/she meets the requirements for access to that grade.

CHAPTER IV: EVALUATION, PROMOTION AND RECLASSIFICATION

SECTION I: EVALUATION

ARTICLE 8 :

1. The advancement of all personnel employed at the NASPW shall be based on an evaluation.
2. Evaluation shall be based on professional performance in relation to the assigned objectives, the timeframe for their achievement and the quality of results produced.
3. Practical modalities of this evaluation are fixed by an act of the Director of the NASPW.

SECTION II: PROMOTION

ARTICLE 9 :

1. Promotion is the passage from a lower level to the next higher level. It shall take place every two years.
2. Advancement may also occur as a result of a change in professional qualification, award or professional or academic qualifications, in accordance with the regulations in force.
3. In this case, no one may be promoted more than two levels within three years of seniority.

ARTICLE 10: Staff advancement at NASPW shall be done according to the regulations in force. Personnel on secondment or placed at the disposal of NASPW shall advance both at the level of their career at the NASPW and at the level of their cadre or their category of origin as the case may be.



SECTION III: RECLASSIFICATION

ARTICLE 11 :

1. Reclassification is the movement from a lower category or grade to the next higher category or grade. It maybe requested by the staff member if he/she has obtained a diploma or another professional qualification subsequent to his/her appointment.
2. Any diploma duly obtained after authorization by the Director of NASPW shall entitle the employee to be reclassified to the higher category or grade, provided that the diploma is related to the job held or that the employee actually changes jobs.
3. Personnel are eligible for elective reclassification if they meet the following conditions:
 - Be at least 40 years old and have 10 years of service in the grade and a favourable rating within the last three years.
 - Have not been sanctioned in the last two years.
 - The file is sent to the Commission for Advancement and Reclassification (CAR), through the hierarchy.

PART II: SPECIFIC PROVISIONS

CHAPTER I: SPECIFIC CONDITIONS FOR PERMANENT TEACHERS

Article 12: Permanent teachers of the NASPW shall be made up of teachers belonging to the corps of higher education teachers and instructors

Article 13: The procedure for the recruitment of permanent teachers at the National School of Public Works is asfollows:

- 1- Opening of positions based on the needs expressed by the departments;
- 2- Launch of the call for applications in accordance with the regulations in force;
- 3- Receipt of applications and transmission to the competent authorities

Article 14: In case of service needs, the Director of NASPW may call upon associate or part-time teachers.

SECTION I: PERMANENT TEACHERS IN THE HIGHER EDUCATION CORPS

Article 15: The NASPW has permanent teachers from the Higher Education corps who are recruited, classified and promoted to higher grades of the NASPW in accordance with decree No.93/035 of 19 January, 1993 on the special rules and regulations governing higher education personnel.

Article 16: The permanent teachers of the NASPW belonging to the Higher Education corps shall be classified according to the following grades:

- Professor
- Associate Professor
- Lecturer;
- Assistant Lecturer.

Article 17: NASPW teachers belonging to the Higher Education corps irrespective of their specialization discipline shall ensure essentially the following mission:

- Teaching;
- Research;
- Scientific promotion;
- Development support.

Article 18: 1) NASPW teachers belonging to the Higher Education corps shall be required to provide, throughout the academic year, an annual teaching service fixed as follows

Grades	Annual teaching service
Professors	150 hours of classes
Associate Professors	175 hours of classes
Lecturers	200 hours of tutorials or practical work
Assistant Lecturers	200 hours of tutorials or practical work

2) This number of hours shall be halved in case of administrative responsibility.

SECTION II INSTRUCTORS

Article 19: Instructors are teachers or teaching support staff recruited from among professionals in the sector of building and public works, rural engineering, architecture, land surveying, town planning, environmental engineering, hydraulics and transport and graduates of technical secondary education and higher education meeting the conditions of recruitment provided for by the instruments of the NASPW.

Article 20. The classification of instructors shall be as follows:

- 1st grade instructors;
- 2nd grade instructors ;
- 3rd grade instructors ;
- 4th grade instructors;
- 5th grade Instructors;
- 6th grade instructors.

Article 21: 1st grade Instructors:

First grade instructors are holders of a Basic Technician Diploma (or equivalent) and have at least three (3) years of experience at the time of their recruitment. They shall occupy functions ranging from assistant to the supervision of works in workshops and may be assistants in the laboratories of the NASPW.

Article 22: 2nd grade instructors

Second grade instructors are holders of an Ordinary Technician Diploma (or equivalent) and justifying an experience of at least three (3) years at the time of their recruitment. They shall be in charge of supervising work in the workshops and may be assistants in the laboratories of the NASPW

Article 23: 3rd grade instructors

Third grade instructors are holders of a Higher Technician Diploma (or equivalent) and justifying an experience of at least three (3) years at the time of their recruitment. They shall be in charge of supervising practical work and tutorials in workshops and may be in charge of the NASPW laboratory.

Article 24: 4th grade instructors

Fourth-grade instructors are holders of a Bachelor's degree in engineering or a Bachelor's degree (or equivalent) and have at least three (3) years of experience at the time of their recruitment. They shall be in charge of practical work and tutorials and work under the supervision of a higher education teacher or a higher grade instructor. Exceptionally, they may be entrusted with some teaching activities.

Article 25: 5th grade instructors

Fifth grade instructors are holders of a Master of Engineering degree, a Master's degree (or equivalent) and have at least two (2) years of experience at the time of their recruitment. They shall organize and direct practical lessons, assisted by lower-ranking instructors. Exceptionally, they may be entrusted with some teaching activities.

Article 26: 6th grade instructors

Sixth grade instructors are PhD or Master's degree holders (with proof of enrolment in a PhD thesis) who have not yet formally entered the teaching profession. Exceptionally, they may be assigned some teaching activities.

Article 27: The recruitment of an instructor implies the obligation for him to devote himself to the activities of pedagogic and technical support.

Article 28: If necessary, the NASPW instructors shall be required to provide, as a service due, pedagogical support services under the following conditions:

(1) For NASPW instructors without administrative function

Grades	Educational Support Services
6 th Grade Instructor	250 hours of tutorials or exercises, practical work
5 th Grade Instructor	300 hours of tutorials or exercises, practical work
4 th Grade Instructor	350 hours of tutorials or exercises, practical work
3 rd Grade Instructor	350 hours of tutorials or exercises, practical work.
2 nd Grade Instructor	350 hours of tutorials or exercises, practical work
1 st Grade Instructor	350 hours of tutorials or exercises, practical work

(2) This number of hours shall be reduced by half in case of administrative responsibility.

PART III: RIGHTS AND OBLIGATIONS OF THE PERSONNEL

CHAPTER I: RIGHTS

ARTICLE 29:

1. The NASPW staff shall enjoy the rights and freedoms recognized to Cameroonian citizens. They shall exercise them within the framework of the laws and regulations in force.
2. The NASPW employee shall have the right to a personal professional file kept by the administration and containing documents for the follow-up of his career. He/she must have access to this file and can demand rectification, updating by the complement of information or the withdrawal of inaccurate, ambiguous, incomplete or depreciated information.
3. No mention or document relating to their political, philosophical, trade union or religious beliefs or opinions is included in this file.

SECTION I: TRADE UNION RIGHTS

ARTICLE 30 :

1. The personnel governed by these rules and regulations shall be entitled to exercise trade union rights. They may freely join any professional union of their choice. Trade union freedom shall be exercised in compliance with the laws and regulations in force.
2. The NASPW undertakes not to take into account the membership or non-membership of a workers' union in exercising its decisions regarding recruitment, remuneration, assessment, work allocation and disciplinary or promotion measures.
3. The staff undertakes not to take into consideration the political, philosophical and religious opinions of other employees in their work, nor their membership or not in a trade union.

SECTION II: THE RIGHT TO FREEDOM OF OPINION

ARTICLE 31 :

1. The career development of a staff member shall not be influenced in any way by his or her political, philosophical or religious views. No employee shall be discriminated against on the grounds of their membership in a legally recognized political or religious organization.
2. However, it is forbidden for the staff to engage in political or other activities inside the NASPW, and in general in the exercise of their duties, which could disturb the functioning of the services.

SECTION III: RIGHT OF REPRESENTATION

ARTICLE 32 :

1. Delegates of the teaching and non-teaching staff elected by their peers are instituted within the NASPW.
2. To be an elector or eligible for the position of employee delegate, the worker must:
 - Be at least twenty (20) years old;
 - Work without interruption in the institution for at least six (6) months for voters and twelve (12) months for candidates for the position of staff delegate of the NASPW.
3. Employee representatives shall be elected for a two-year term, renewable once, within the various electoral colleges.
4. The staff representatives carry out their missions in accordance with the laws and regulations in force.

SECTION IV: THE RIGHT TO PARTICIPATE

ARTICLE 33 :

1. The NASPW staff shall participate, through its elected representatives sitting in the consultative bodies, in the elaboration of the statutory rules relating to their career or to the functioning of services.
2. The teaching staff shall participate in the definition and management of the social, cultural, sports and recreational activities which they benefit from.

3. The teaching staff of NASPW shall be entitled to an elected representative on the Board of Directors. The same shall apply to non-teaching staff.

SECTION V: ENTITLEMENT TO REMUNERATION AND BENEFITS

ARTICLE 34:

1. The NASPW staff shall be entitled to the following remuneration and benefits, depending on the case and the position held

A- Faculty:

A-1. Permanent teachers

A-1.1 : Permanent teachers belonging to the higher education corps

- Basic Salary;
- Housing allowance;
- Technicality bonus
- Higher Education bonuses;
- Research bonuses;
- Special bonus for the building and public works sector;
- Allowances for additional hours and bonuses for overtime;
- Replacement fees;
- Funeral expenses;

A-1.2 : Instructors

- Basic salary
- Housing allowance
- Transportation Allowance;
- Technicality bonus ;
- Teaching and Research Support Award;
- Teaching Allowance;
- Special premium for the building and public works sector;
- Funeral expenses;
- Allowances for additional hours and bonuses for overtime;
- Replacement fees;

A-2. Associate teachers

Part-time allowances in conformity with those provided by the various related agreement

A-3. Part-time teachers

- Payment for total number of hours

B- Non-teaching staff:

- Basic salary
- Housing allowance
- Transportation Allowance;
- Technicality bonus;
- Teaching and Research Support Award;
- Special premium for the building and public works sector;
- Funeral expenses;
- Replacement fees;

C- Appointed Officials:

In addition to pay and benefits related to teaching and class, they are entitled to:

- Hardship allowance ;
- Vehicle Maintenance Allowance ;
 1. The Director of the NASPW may, if necessary, propose other bonuses in the interest of the NASPW and the staff.
 2. The terms and conditions of attribution are the subject of a resolution of the Board of Directors on the proposal of the Director of the NASPW.

SECTION VI: RIGHT TO PROTECTION

ARTICLE 35:

1. The NASPW shall ensure its staff protection against threats, insults, violence, assault, abuse or defamation of which they may be the victim because of or during the performance of their duties.
2. NASPW shall, after the evaluation of damages, compensate the prejudice suffered by the personnel as a result of the acts provided for in paragraph 1 above. In this case, it shall be automatically subrogated to the rights of the victim to obtain from authors of the incriminated facts, the restitution of

sums paid by the NASPW to the interested persons by way of compensation and of any other expenses incurred. This action does not exclude referral to the competent jurisdictions against the said authors.

3. The civil liability of the NASPW shall be automatically substituted for that of the officer condemned, for personal fault committed against a third party in the exercise of his/her functions. In this case, the NASPW has a recourse action against the accused.
4. The recourse action shall not exclude disciplinary or criminal sanctions incurred as a result of the personal misconduct committed.

SECTION VII: RIGHT TO CONTINUING EDUCATION

ARTICLE 36:

The staff of NASPW shall be entitled to continuous training during their activity.

ARTICLE 37:

1. In order to increase its performance, efficiency and output, NASPW provides training, retraining and professional and academic development for its staff. This training is carried out either within the company or in a national or foreign centre.
2. The training of the officer becomes compulsory if he/she has completed at least five (5) consecutive years of activity.

CHAPTER II: OBLIGATIONS

SECTION I: OBLIGATION TO SERVE

ARTICLE 38: The staff shall be obliged to serve the interests of NASPW and to devote to it the best of themselves, their skills and the totality of their legal working time.

ARTICLE 39:

1. All personnel, regardless of their category, shall be obliged to meet the performance objectives assigned to them, subject to the means provided to them.
2. The personnel in charge of running a work unit shall be responsible

before their hierarchy. They shall be responsible for carrying out orders received and those given to their subordinates in accordance with the regulations in force.

SECTION II: OBLIGATION TO OBEY

ARTICLE 40:

1. The NASPW staff shall be obliged to obey orders received from the immediate superiors within the framework of the service, subject to manifestly illegal orders.
2. When orders received tend to lead the personnel to commit irregularities of any kind, the person concerned may refrain from carrying them out.
3. If, at the insistence of his hierarchy, he undertakes to carry out the instructions, he must obtain written confirmation. From then on, his responsibility shall be subrogated by that of his immediate superior.
4. In the event of an order that is manifestly illegal and likely to seriously compromise the interests of NASPW, the officer is bound to refuse executing it.

SECTION III: OBLIGATION OF PROFESSIONAL SECRET

ARTICLE 41:

1. All employees are bound by the obligation of professional secrecy with regard to all documents, facts and information of which they have knowledge in the course of or in connection with the performance of their duties.
2. Notwithstanding the provisions of criminal law on professional secrecy, any misappropriation, concealment or communication of documents or service documents to third parties contrary to the regulations, constitutes serious professional misconduct.
3. Agents may only be released from this obligation with the express permission of their supervisors, who assume responsibility.
4. However, the obligation of professional secrecy does not apply to the denunciation, under conditions provided for by the criminal law, of crimes

or offences of which the agent has knowledge in the exercise, or on the occasion of the exercise, of his functions, nor to the testimony which he may be called upon to give at the request of a judicial authority.

SECTION IV: OBLIGATION OF SELFLESSNESS AND INTEGRITY

ARTICLE 42

1. Selflessness, honesty and integrity are essential qualities for NASPW staff.
2. It is thus formally forbidden:
 - To request or receive before, during or after service and in any form whatsoever, any remuneration in cash or in kind, offered by job seekers, workers, employers, or any other socio-economic partner of NASPW, for work rendered within the framework of the service;
 - To divert, destroy, falsify files, vouchers, and in general, any service document relating to services rendered to NASPW and other expenses;
 - To be lax, to show favouritism and subjectivity in the exercise of their function or the missions assigned to them;
 - To engage in influence peddling and any form of conflict of interest.

ARTICLE 43:

1. It is forbidden for NASPW staff to engage in a private lucrative activity except by special dispensation from the Management. Such prohibition does not apply to agricultural or pastoral activities, to the production of scientific, literary or artistic works, to teaching given as a supplement, except if these activities are related to the interventions of NASPW.
2. In any case, extra-professional activities that are not prohibited must not hinder the proper performance of the agreed services, nor disrupt the operation of services.

**PART IV: LEAVE, PERMISSION,
MISSIONSTRANSPORTATION
AND TRAVEL**

CHAPTER I: LEAVE AND PERMISSIONS

ARTICLE 44:

1. All NASPW personnel shall benefit from paid leave under the conditions provided for by the legislation and regulations in force.
2. However, civil servants on secondment to the NASPW remain subject to the leave regime in force in the Civil Service, if it is more advantageous than that of the present statute.
3. A staff member on leave may be called out of service for compelling reasons. In this case, he/she retains his/her leave entitlement.

ARTICLE 45:

1. Within the limit of ten (10) working days per year, exceptional leaves of absence with pay not deductible from annual leave are granted to NASPW personnel on the occasion of family events in the following circumstances

Marriage of a staff	3 working days
Marriage of a legitimate child	2 working days
Delivery of the wife	3 working days
Death of an ascendant or direct descendant or spouse	5 working days
Death of a brother or sister	3 working days

2. These days are understood to be normal working days.
3. If the event occurs away from the place of employment and requires travel, the above time limits are increased by travel time.
4. Under penalty of losing the right to pay during the above-mentioned leaves, the staff is required to provide the necessary supporting documents within 60 days of the event.
5. Subject to the legal and regulatory provisions, exceptional leaves of absence deductible from annual leave may be granted to officers who request them.

ARTICLE 46: Maternity and paternity leave, as well as rest for breastfeeding, are governed by the legal and regulatory provisions in force.

CHAPTER II: MISSIONS AND SHORT-TERM TRAVEL

ARTICLE 47:

1. All personnel who, for service purposes, are required to travel away from their place of work for a period not exceeding two months shall be considered to be on mission.
2. Except in cases of *Force Majeure*, all missions must be covered by a mission order signed by the competent authority prior to travel.

ARTICLE 48: The officer on mission shall be granted transportation expenses to and from the place of mission, and an allowance, the rate and terms of which shall be determined by a resolution of the Board of Directors.

ARTICLE 49:

1. Temporary travel is defined as temporary travel for a period of more than 60 days and less than seven months, carried out for service reasons outside the usual place of employment, but not less than two months and not more than seven months. This may occur, for example, in the case of an interim assignment due to training, illness or resignation of the incumbent.
2. A subsistence allowance shall be paid for the additional expenses incurred by the employee during the temporary relocation.
3. This allowance shall be equal to 50% of the basic salary for the first fifteen days. It is representative of all the expenses of the stay, including accommodation and food. If accommodation is provided in kind, this allowance shall be reduced to 25%.

ARTICLE 50:

1. In accordance with the legal and regulatory provisions in force, the NASPW staff on leave shall be entitled to transportation costs for themselves and their legitimate family (spouse and dependent children aged 0 to 21 years).

**PART V: DISCIPLINARY SYSTEM AND
REWARDS
CHAPTER I: DISCIPLINARY
SANCTIONS**

ARTICLE 51:

The NASPW staff convicted of misconduct shall be subject to disciplinary sanctions without prejudice to the sanctions provided for by the regulations in force.

ARTICLE 52:

- (1) Disciplinary sanctions that may be imposed on NASPW teaching staff, depending on the seriousness of the misconduct, shall be as follows:
- 1- Warning;
 - 2- Reprimand with writing on record;
 - 3- Suspension from any duty post within the NASPW;
 - 4- The one-year delay in advancement;
 - 5- Non-registration on the list of candidates for the higher grade for a period not exceeding four (4) years;
 - 6- Downgrading;
 - 7- Demotion;
 - 8- Temporary suspension from any activity or duty post
 - 9- Dismissal.
- (2) The sanctions 1, 2, 3, 4, 5, 6, 7 and 8 provided for in paragraph 1 above shall be taken by the Director of NASPW. They may be appealed before the Board of Directors.
- (3) Sanction 9 shall be taken by the Director of NASPW, after the advice of the Minister of Public Works.

ARTICLE 53:

- (1) The disciplinary sanctions that may be imposed on the non-teaching staff of the NASPW, depending on the seriousness of the misconduct, are the following:
- 1- Warning;
 - 2- Reprimand;
 - 3- Layoff from one (1) to eight (8) days;
 - 4- Delayed advancement for one to two years;
 - 5- Downgrading;

6- Suspension from Activity
or duty post;

7- Dismissl.

(2) Sanctions 1, 2, 3, 4, 5 and 6 provided for in paragraph 1 above shall be taken in the form of a decision by the Director of NASPW. Moreover, dismissal shall be subject to the formalities prescribed by Section 35 of the Labour Code.

(3) Sanction 7 shall be taken by the Board of Directors in the case of a manager and by the Director of NASPW in the case of non-managerial staff.

ARTICLE 54.

1. Sanctions must be justified and notified to the staff concerned in writing in the form of a decision.
2. Layoff shall be subject to the formalities prescribed by the legislation in force.
3. In the event of dismissal for gross misconduct, the employee shall lose the right to notice and severance pay, subject to the qualification of the misconduct by the competent court.

ARTICLE 55.

1. In the event of prolonged irregular absence and after formal notice has remained without effect, and without precluding the application of the disciplinary sanctions set out above, the staff member may not claim any salary.

CHAPTER II: DISCIPLINARY BOARD

ARTICLE 56: NASPW has a Discipline Council whose conditions and functioning shall be the subject of a specific instrument.

CHAPTER III: AWARD

ARTICLE 57.

1. Awards shall be given to staff who are particularly distinguished by their dedication and outstanding contribution to the performance of NASPW.
2. They can take the following forms:
 - Letter of encouragement;
 - Letter of congratulations;
 - Testimonial of satisfaction;
 - Honourable mention.

ARTICLE 58.

1. The Director of NASPW shall propose the deserving personnel to honorary distinctions in accordance with the instruments in force.
2. The Director of NASPW shall cover the cost of purchasing medals and pay a bonus per medal to each recipient, the amount of which shall be set by the Board of Directors.

PART VII: SOCIAL BENEFITS CHAPTER I: MEDICAL SERVICES

ARTICLE 59:

1. The Director of the NASPW shall ensure by agreement, assistance of an occupational physician who shall carry out the following operations:
 - Hiring visit for employees in the recruitment process;
 - Systematic annual visit of all personnel.
2. The staff shall be obliged to undergo the medical checkup provided by the NASPW. Any refusal shall constitute a reason for disciplinary action.

ARTICLE 60:

1. In compliance with the legal and regulatory provisions in force, NASPW shall subscribe to an insurance policy to cover its personnel,
2. The terms and conditions for financing this coverage shall be specified by a resolution of the Board of Directors.

CHAPTER II: OTHER BENEFITS

ARTICLE 61:

1. The NASPW may, within the means available and under certain conditions, grant its personnel voluntary salary assignments, reimbursable

in monthly installments by salary deductions.

2. The nature of these loans, their amount and the practical terms of their implementation shall be specified by a resolution of the Board of Directors.

PART VIII: LEGAL WORKING HOURS, OVERTIME AND ACTING POSITION

CHAPTER I: LEGAL WORKING HOURS AND OVERTIME

ARTICLE 62:

1. In accordance with the regulations in force, the working hours of the non-teaching staff of NASPW shall be fixed at eight (8) hours per day and forty (40) hours per week, except for the staff employed for guarding or surveillance operations whose working hours are fixed at fifty-six (56) hours per week.
2. However, specificities of NASPW's activities may require a reorganization of working hours.
3. This reorganization of working hours shall be set by a memorandum by the Director of NASPW.

ARTICLE 63:

1. For the purposes of these regulations, overtime shall be defined as the time spent working in excess of the legal working hours.
2. The execution and payment of overtime shall be governed by the regulations in force.

CHAPTER II: ACTING POSITION

ARTICLE 64:

1. Any official or agent designated by the Director of NASPW to act in the position for a period not exceeding one (01) year shall be considered as an acting official.
2. The decision to appoint the acting official shall be forwarded to the President of the Board of Directors for information.

ARTICLE 65:

1. An official who replaces another of the same rank retains his or her own benefits.
2. In all cases, the benefits may not be cumulated

PART IX: HEALTH AND SAFETY AND QUALITY OF LIFE

AT WORK

UNIQUE CHAPTER

ARTICLE 66: Any act likely to disturb order and safety shall be prohibited. In particular, the personnel shall avoid:

A/ In terms of hygiene and sanitation:

- Eating in the office;
- Smoking in shared work areas;
- Bringing animals into the office;
- Introducing goods for sale;
- Throwing away garbage in the NASPW premises.

B/-In terms of order and security:

- Conducting activities of a political and/or religious nature;
- Bringing dangerous objects into NASPW premises: machetes, guns, explosives or any blunt object, etc.;
- Voluntarily destroying the heritage of NASPW;
- Introducing, consuming or selling alcoholic beverages on the premises and during working hours, except with the authorization of the NASPW management;
- Introducing, consuming or selling narcotics on NASPW premises;
- Quarrelling, participating in a brawl;
- Doing appeals without permission;
- Making unauthorized postings;
- Distributing leaflets inside NASPW;
- Hold noisy discussions inside the premises that may disturb the work of colleagues.

ARTICLE 67: One or more infirmaries will be created as needed for the daily health care of NASPW staff.

**TITLE X: SUSPENSION AND TERMINATION OF THE
EMPLOYMENT CONTRACT CHAPTER I:
SUSPENSION OF THE EMPLOYMENT CONTRACT**

ARTICLE 68: Employment contract shall be suspended in the cases provided for in Section 32 of the Labour Code by the legislation in force.

ARTICLE 69.

1. In the event of illness or accident not attributable to work, the contract shall be suspended for a period of up to ten (10) months.
2. During this period, the staff, irrespective of their category, shall be subject to the indemnity system fixed in the table below, taking into account their seniority at NASPW.

SENIORITY	FULL SALARY
Less than one year	1 month
Between 1 and 5 years	3 months
Between 5 and 10 years	4 months
More than 10 years	4 month, plus 50% of the 5 th month, 50% of the 6 th month

3. In the event of multiple illnesses during the same calendar year, the cumulative indemnity may not exceed the maximum set above, regardless of the employee's seniority.
4. When the duration of the illness exceeds the period provided for in paragraph ¹ of this article, the case shall be handled by memorandum.

ARTICLES 70: Occupational accidents and diseases are governed by the legal and regulatory provisions in force.

ARTICLE 71: Inactive status is the position of the personnel who, temporarily placed outside of his framework, ceases to benefit for the duration of this position, from his rights to remuneration, promotion and pension.



ARTICLE 72: The staff recruited by NASPW may be granted a leave of absence in the following cases

1. It is issued by the Director of NASPW at the request of the person concerned.
2. It is granted for a period of two (2) years renewable once.
3. However, for staff in the 10th to 12th categories, the Director of NASPW shall seek the opinion of the Board of Directors.
4. At the end of the inactive period, the staff member shall be reinstated, if necessary, in a post corresponding to his group. In the event of an open vacancy in the category previously occupied, he/she shall be reinstated by priority.
5. A staff member who, after being laid off, refuses the position assigned to him or her is considered to have resigned.

ARTICLE 73: Inactive status may be granted in particular in the following cases:

- For assistance to a spouse, child or ascendant suffering from a serious illness or infirmity requiring continuous care;
- For personal convenience;
- For studies or research of interest to NASPW.

ARTICLE 74: A staff member of NASPW who has been suspended from his duties or who is subject to disciplinary proceedings may not be placed on leave of absence.

ARTICLE 75: Inactive shall end:

- At the end of the period ;
- At the request of the individual;
- When the person concerned has reached the regulatory age limit for retirement.

CHAPTER II: TERMINATION OF THE EMPLOYMENT CONTRACT
SECTION 1: NORMAL TERMINATION (RETIREMENT)

ARTICLE 76 :

1. Retirement marks the normal end of a staff member's career and entitles him or her to a paid pension.
2. Retirement age for NASPW staff shall be in accordance with the provisions of the general rules and regulations governing civil

servants and the Decree governing the State employee under the Labour Code.

- However, civil servants on secondment at the NASPW but governed by specific regulations shall be placed on retirement in accordance with the methods provided for by these instruments. However, they may apply for recruitment at the NASPW for the remaining duration. They must do so at least six (6) months before the retirement date.
 - Teachers recruited by the Higher Education in service at the NASPW shall apply to go on retirement in accordance with the instruments of the ministry in charge of such personnel.
3. Six months in advance, the Director of NASPW must notify the staff in writing of their retirement date. The staff placed on retirement shall benefit from an end of career bonus.
 4. This bonus may not exceed ten times the salary of the last month of service.

SECTION 2: ACCIDENTAL BREACH (DEATH AND DISABILITY)

ARTICLE 77: Employment contract shall be terminated at any time either by death, resignation on the part of the worker, or by dismissal.

ARTICLE 78:

1. Any breach of contract is preceded by a notice period.
2. However, the contract may be terminated without notice in the event of gross misconduct, subject to the discretion of the competent court as to the seriousness of the misconduct.
3. The duration and conditions of the notice period are governed by the legal and regulatory provisions.

ARTICLE 79: In case of death, NASPW shall pay the funeral expenses according to the provisions of Decree No. 2000/693/PM of 13 September 2000.

1. Rights acquired by the deceased shall revert to his/her successors in accordance with the legislation in force.
2. In addition, they shall be granted a death benefit equal to the severance pay.

**SECTION 3: VOLUNTARY TERMINATION
(RESIGNATION)**

ARTICLE 80:

1. Resignation is a written act by which the staff marks its unequivocal will to leave the NASPW definitively.
2. The employee shall initiate the resignation letter. He/she shall send the resignation letter to the Director of NASPW through the hierarchy.
3. The Director of NASPW shall be required, within a period of three (3) months from the date of receipt of the resignation letter, to respond, after this period, the resignation shall be deemed accepted.
4. Any resignation in accordance with paragraph 3 of this article shall give rise to the payment of the rights of the resigning personnel in accordance with the legislation in force.
5. Resignation does not relieve staff of responsibility for personal, professional or extra-professional misconduct committed in the performance of their duties. The resigning personnel shall remain bound by the obligation of reserve and professional discretion with regard to facts, documents and information of which they have become aware during their period of office, under penalty of criminal prosecution in accordance with the regulations in force.

SECTION 4: TERMINATION FOR FAULT (DISMISSAL)

ARTICLE 81:

1. Dismissal is a measure of permanent exclusion of the staff from NASPW.
2. Any dismissal must be subject to the provisions of the laws and regulations in force.
3. Dismissal of staff may occur:
 - For irreversible physical disability and incompatibility with the position held;
 - For professional inadequacy in view of the results of his or her evaluation, in particular following a delay in advancement to a higher



level after a period of four (4) years;

- As a result of the special instruments providing for the reorganization of services and leading to the elimination of workstations, without the possibility of staff redeployment.

4. Physical disability or professional inadequacy is established by :

- The Director of NASPW, for the personnel of the 1st to the 9th category;
- The Board of Directors for staff in the 10th to 12th categories.

ARTICLE 82:

1. In the event of dismissal, except in the case of gross misconduct, dismissed employees are entitled to severance pay.
2. Dismissed staff are entitled to severance pay separate from the notice period. This indemnity is represented, for each year of seniority, by a determined percentage of the average global monthly salary of the last twelve months of activity preceding the date of dismissal, namely :
 - 20% for each of the first five years;
 - 30% for each of the years from 6th to 15th grade;
 - 40% for each year beyond the 15th year;
3. In the calculation made on the above basis, fractions of years at least equal to thirty days shall be taken into account;
4. The end of the secondment or assignment.

TITLE XI: MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS

ARTICLE 83: For situations not regulated by these rules and regulations, the regulations in force shall be applied.

ARTICLE 84: Teachers in service at the NASPW at the time of the signing of this statute maintain their status of permanent teachers.

ARTICLE 85: The staff of NASPW shall be constituted in accordance with the regulations in force following the adoption of these rules and regulations and organisation chart by the Board of Directors.

ARTICLE 86: The provisions of this statute may be amended and supplemented by the Board of Directors on the proposal of the Director of NASPW.

ARTICLE 87: Any dispute arising from the interpretation of the provisions of this statute

shall be brought before the courts of ordinary law.

ARTICLE 88: The Director of NASPW shall be responsible for the implementation of this statute which shall take effect from the date of its adoption by the Board of Directors.

ARTICLE 89: This resolution shall be recorded and communicated wherever necessary in English and French.



PAY SCALE FOR SUPPORT STAFF IN PUBLIC UNIVERSITY INSTITUTIONS

	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12
1st ECHELON	36 270	44 030	53 040	59 717	61 291	75 444	89 018	109 063	118 054	123 648	129 680	162 648
2 nd ECHELON	39 907	48 436	58 341	65 688	66 200	80 552	93 788	114 104	123 457	129 317	135 669	169 461
3 rd ECHELON	43 893	51 584	64 173	72 263	72 994	86 089	98 807	119 353	129 085	135 611	142 011	177 092
4 th ECHELON	48 277	56 746	66 877	78 654	78 960	92 056	103 776	124 829	134 946	141 681	148 853	185 169
5 th ECHELON	50 698	59 133	73 032	80 848	82 262	98 539	108 635	130 532	141 543	148 426	155 999	193 892
6 th ECHELON	51 649	62 692	77 991	85 976	87 916	104 843	114 069	136 468	147 911	155 472	162 850	202 154
7 th ECHELON	56 809	69 856	85 781	93 319	94 216	111 182	119 383	142 644	155 098	162 089	170 084	211 251
8 th ECHELON	62 483	75 855	93 769	101 664	102 065	118 236	124 599	149 072	162 022	169 070	178 030	220 516
9 th ECHELON	64 974	78 879	96 982	104 146	107 309	125 705	130 270	156 209	168 319	176 585	185 715	230 335
10 th ECHELON	71 471	86 758	105 545	116 015	112 031	133 614	136 175	162 948	176 692	184 815	193 365	240 539
11 th ECHELON	78 611	94 532	114 849	120 100	123 108	141 983	142 509	169 934	184 453	193 128	202 442	252 537
12 th ECHELON	86 472	102 665	123 785	128 890	130 591	150 829	151 905	177 440	192 513	201 416	211 198	264 055

SALARY SCALE FOR TEACHERS IN THE HIGHER EDUCATION SECTOR

FIRST GRADE: LECTURER		
	Index	Basic salary
Delegate	605	194 014
Trainee	665	205 244
Second Class		
Echelon	Index	Basic salary
1 st Echelon	715	214 602
2 nd Echelon	785	227 703
3 rd Echelon	870	243 612
4 th Echelon	940	256 713
5 th Echelon	1 005	268 878
6 th Echelon	1 050	277 301
First Class		
Echelon	Index	
1 st Echelon	1 115	289 466
2 nd Echelon	1 140	294 145
3 rd Echelon	1 200	305 375
Exceptional Class	1 240	312 861
SECOND CLASS: ASSOCIATE PROFESSOR		
Trainee	715	214 602
Second class		
Echelon	Index	Basic salary
1 st Echelon	785	227 703
2 nd Echelon	870	243 612
3 rd Echelon	940	256 713
4 th Echelon	1 005	268 878
5 th Echelon	1 050	277 301
6 th Echelon	1 115	289 466
First class		
Echelon	Index	
1 st Echelon	1 140	294 145
2 nd Echelon	1 200	305 375
3 rd Echelon	1 240	312 861
Exceptional Class	1 300	324 091
THIRD CLASS: PROFESSOR		
Second Class		
Echelon	Index	Basic salary
1 st Echelon	940	256 713
2 nd Echelon	1 005	268 878
3 rd Echelon	1 050	277 301
4 th Echelon	1 115	289 466
5 th Echelon	1 140	294 145
First class		
Echelon	Index	Basic salary
1 st Echelon	1 200	305 375
2 nd Echelon	1 240	312 861
3 rd Echelon	1 300	324 091
Exceptional Class	1 350	333 449
Exceptional Class	1 400	342 807

LIST OF BENEFITS

I- BENEFITS OF PERMANENT LECTURERS

A- BENEFITS OF PERMANENT LECTURERS OF HIGHER EDUCATION CORPS

TITLE	RATE/AMOUNT/SCALE
Housing allowance	20% of basic salary
Technicality allowance (payable monthly)	Professor: 50 000 CFA F Associate Professor: 40 000 CFA F Lecturer: 40 000 CFA F Assistant Lecturer: 30 000 CFA F
Higher Education Allowance (Payable monthly)	Professor: 140 000 CFA F Associate Professor: 130 000 CFA F Lecturer: 110 000 CFA F Assistant Lecturer : 90 000 CFA F
Research bonus (Payable half-yearly and tax free)	Professor: 200 000 CFA F Associate Professor: 200 000 CFA F Lecturer: 150 000 CFA F Assistant Lecturer : 100 000 CFA F
Allowances for additional hours and bonuses for overtime;	See related draft resolution
Building and Public Works Sector Special Bonuses (Tax free and payable monthly)	Professor: 300 000 CFA F Associate Professor: 250 000 CFA F Lecturer: 200 000 CFA F Assistant Lecturer: 100 000 CFA F
Funeral expenses	In accordance with the regulations in force
Hardship allowance	Rank of Director (appointed by the Board of Directors) and equivalent: 60 000 Rank of Sub Director and equivalent: 45 000 Rank of Service Head and equivalent: 30 000 Rank of Deputy Service Head and equivalent: 18 000 Rank of Bureau Head and equivalent: 9 000
Replacement expenses	14 CFA F per Kilometre

B- INSTRUCTORS


TITLE	RATE/AMOUNT/SCALE
Housing allowance	20% of basic salary
Transport allowance	10 000
Technicality allowance	5th and 6th grade instructors: 25 150 3rd and 4th grade instructors: 20 000 1st and 2nd grade instructors: 10 000
Research support allowance	5th and 6th grade instructors: 20 000 3rd and 4th grade instructors: 15 000 1st and 2nd grade instructors: 10 000
Teaching allowance	5th and 6th grade instructors: 25 000 3rd and 4th grade instructors: 20 000 1st and 2nd grade instructors: 15 000
Special Building and Public Works Sector bonus (Tax free and payable monthly)	6th grade instructors: 50 000 5th grade instructors: 40 000 4th grade instructors: 30 000 3rd grade instructors: 20 000 2nd grade instructors: 15 000 1st grade instructors: 10 000
Funeral expenses	In accordance with the regulations in force
Additional time allowances and extra time bonuses	See related draft resolution
Hardship allowance	Rank of Director (appointed by the Board of Directors) and equivalent: 60 000 Rank of Sub Director and equivalent: 45 000 Rank of Service Head and equivalent: 30 000 Rank of Deputy Service Head and equivalent: 18 000 Rank of Bureau Head and equivalent: 9 000
Replacement expenses	14 CFA F per Kilometre

II- BENEFITS FOR SUPPORT STAFF

TITLE	RATE/AMOUNT/SCALE
Housing allowance	20% of basic salary
Transport allowance	10 000
Technicality allowance	25 150: from categories X to XII or CAT A 20 150 : from categories VII to IX or CAT B 5 150: from categories IV to VII or CAT C 5 150: from categories I to III or CAT D
Teaching and research support allowance	40 000: from categories X to XII or CAT A 35,000: from categories VII to IX or CAT B 25,000: from categories IV to VI or CAT C 20,000: from categories I to III or CAT D
Building and Public Works Sector Special Bonus (Tax free and payable monthly)	30 000: from categories X to XII or CAT A 20,000: from categories VII to IX or CAT B 15,000: from categories IV to VI or CAT C 10 000: from categories I to III or CAT D
Replacement expenses	14 CFA F per Kilometre
Funeral expenses	In accordance with the regulations in force
Hardship allowance	Rank of Director (appointed by the Board of Directors) and equivalent: 60 000 Rank of Sub-Director and equivalent: 45 000 Rank of Service Head and equivalent: 30 000 Rank of Deputy Service Head and equivalent: 18 000 Rank of Bureau Head and equivalent: 9 000

Yaounde, _____

ONE BOARD MEMBER


Pr. Louet Bebga

PRESIDENT OF THE BOARD OF DIRECTORS


Virginie Lekeusack Metangmo