



# NIGERIAN AIRSPACE MANAGEMENT AGENCY (NAMA)

## STAFF CONDITIONS OF SERVICE

JANUARY, 2012

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# Chapter One

## **1 INTRODUCTION AND DEFINITIONS**

1.1 These Rules and Regulations shall be cited as the Conditions of Service of the Nigerian Airspace Management Agency.

### **1.2 APPLICATIONS**

1.2.1 These Rules and Regulations shall apply to all employees of the Nigerian Airspace Management Agency and all Employees shall abide by them.

1.2.2 If however, any person is employed under special Contract Service, these Rules and Regulations shall only apply in so far as they do not contradict or contravene any special terms or conditions specifically laid down in the contract of service.

1.2.3 Notwithstanding that throughout these Regulations, the term “employee” is referred to in the masculine gender; the provisions thereof apply equally to female employees.

1.2.4 Public Service Rules, Federal Government circulars, Acts, Orders and other documents amending or giving further details and or explanation to the provisions of these Conditions of Service, hereto form part of them and are also binding.

### **1.3 EFFECTIVE DATE:**

**1.3.1 The Terms and Conditions spelt out in this document shall commence on the day the Agreement is signed by both the Management and Union/Association representatives and ractified by the office of the Civil Service of the federation.**

## 1.4 AMENDMENT TO THE RULES

**1.4.1 Any amendment(s) to these Rules and Regulations shall be undertaken after due negotiations between the Management of the Agency and the Unions/Association and such amendments shall be incorporated in the Conditions of Service.**

1.4.2 Notices of such amendments made under Rule 1.4.1 shall be properly displayed on the Notice Boards and all Departments and airports/stations, shall be informed of such amendment(s) accordingly.

## 1.5 INTERPRETATION

1.5.1 In these Regulations, unless the context otherwise provides, the interpretation shall be made by the Head of Service of the Federation and other subsequent changes or alterations made by the Management of the Agency.

## 1.6 DEFINITIONS

1.6.1 Except where the context otherwise requires or expressly defined elsewhere in these Conditions of Service, the following words and terms shall have the following meaning:-

- (i) **“The Agency”** means the Nigerian Airspace Management Agency as incorporated and constituted by the Federal Government of Nigeria under Act No.48 of 1999 and any subsequent amendment(s) thereto.
- (ii) **“Airspace”** within the context of Airspace Management, Airspace is defined as that part of the atmosphere above the surface of the earth, having a defined dimension within which air traffic service is available.
- (iii) **“The Board”** means the Board of **Governors** as provided for by the enabling Act No. 48 of 1999 establishing the Nigerian Airspace Management Agency.
- (iv) **“Managing Director”** means the Managing Director of the Agency or any person acting with proper authorization in his place or on his behalf. The Managing Director under

these Conditions of Service is the Chief Executive of the Agency.

- (v) **“Secretary to the Agency”** shall mean an officer as appointed by the enabling Act No. 48 of 1999 but not a member of the Board who shall keep the Agency’s records and conduct the correspondence of the Board and perform such other duties as the Agency may from time to time direct or require.
- (vi) **“The Management”** In this document, Management means the Management of the Nigerian Airspace Management Agency and shall comprise of the Managing Director and all the Directors of the Agency.
- (vii) **“Airport Management”** Unless the context otherwise requires, Airport Management shall mean the Airspace Manager and the Heads of Departments of the **Agency at the Airport.**
- (viii) **“Senior Staff”** mean officers on GL.07 and above.
- (ix) **“Junior Staff”** mean officers on Grade Level 01-06
- (x) **“Employee/Staff”** shall mean any person employed or transferred to the service of the Agency.
- (xi) **“Head of Department”** means the person appointed to direct or supervise a Department or in the absence of the Head of Department any person duly appointed to carry out these duties pending the appointment of a substantive Head of Department.
- (xii) **“Staff on Probation”** means employee appointed to establish staff posts and who have to serve for specific period of one year before their appointments are confirmed subject to satisfactory performance.

- (xiii) **"Seconded Staff"** means staff whose services are seconded from other scheduled Organizations to the Agency.
- (xiv) **"Interdiction"** means when an officer is interdicted with half salary pending the determination of the disciplinary case against him.
- (xv) **"Next-of-Kin"** for the purpose of these Conditions of Service, Next-of-Kin or the designated survivors shall be taken as those furnished by the member of staff in his Record of Service.
- (xvi) **"Child of an employee"** means a child who is under the age of eighteen (18) years and is entirely dependent upon the employee and is either: the employee's offspring or the employee's step child being the offspring by a previous marriage of his spouse or a child adopted by the employee in accordance with any statutory provision. The number of children shall in any case be restricted to four (4) at any one time.
- (xvii) **"Suspension"** shall apply where a prima facie case the nature of which is serious, has been established against an officer and it is considered necessary in the public interest that he/she be forthwith be prohibited from carrying out his/her duties pending investigation into the misconduct, the MD/CE shall forthwith suspend him or her from the exercise of the functions of his/her office and from the enjoyment of his/her emolument.
- (xviii) **"Dependant"** Shall mean a person who solely depends on the employee for food, shelter, education and medical. and should not be older than 18 years. The number of dependant shall not exceed one.
- (xix) **"Approved Medical Officer"** means a Medical Officer employed by the Agency or any Medical Officer or practitioner appointed by the Agency.

- (xx) **“Scheme Of Service”** means scheme showing cadre and salaries attached to its grade; duties of the cadre; methods of entry into the cadre; and advancement within and beyond the cadre from entry to the end of the service of the Agency.

## Chapter Two

### **2 RULES OF EMPLOYMENT**

#### **2.1 Introduction**

2.1.1 Members of staff are required to know that the Agency is committed to the establishment of dynamic airspace architecture. Consequently, a high standard of performance, efficiency and probity is expected of all employees. Staff who are unwilling or unable to live up to expected standards may have their appointments reviewed.

#### **2.2 Conduct**

2.2.1 Members of staff should carry out the instructions of their supervisors, and those staff that come into contact with Public at the Airports shall render the best possible service to the public within their specified limit or authorization. It is also expected that employees shall conduct themselves properly while on or off-duty to protect the corporate image of the Agency.

#### **2.3 Attendance/Punctuality**

2.3.1 Every employee must be at his place of work and ready to commence work at the designated time. Employees shall conform to such arrangements for time recording in accordance with specified procedure.

#### **2.4 Permission During Working Hours**

2.4.1 Staff are required to obtain permission and sign the movement register if they wish to take any leave during the office hours. Explanation for absence or late attendance must be given to the immediate superior, supervisor or Departmental Head as soon as possible.

#### **2.5 Familiarization With Other Relevant Rules/Regulations**

2.5.1 Employees are required to acquaint themselves with:

- (i) Public Service Rules
- (ii) Financial Instructions
- (iii) All standing instructions relating to their duties
- (iv) Relevant changes in practice and procedure
  - (v) All safety, security and fire instructions
  - (vi) All internal and external circulars
  - (vii) All legislations affecting their work.

**2.6 Members of staff are enjoined to always read the notice board for any change in the rules and procedures.**

## **2.7 Required Behaviour**

2.7.1 Staff who come into contact with the public in the course of their duties are expected to be courteous. Discourteous behaviour to the public shall not be acceptable to the Management.

## **2.8 Wording of Correspondence**

2.8.1 All correspondence must be worded courteously and to the point. Use of offensive or obscene language shall not be allowed.

## **2.9 Addresses And Personal Detail**

2.9.1 Staff shall notify the Human Resource Department of their residential addresses, (whether permanent or temporary). They are also required to inform the Human Resource Department of any change (s) in their personal particulars e.g. Next-of-Kin.

## **2.10 Lost Property**

2.10.1 Employees are required to handover all items or property found in the Agency's premises, which have no apparent owner to the Supervisor or Head of department in charge. Proper documentation/entry should be made concerning the item(s) found.

## 2.11 **Personal Appearance**

2.11.1 Every member of staff is expected to appear at all times in a presentable and decent manner and comply with any rules regarding wearing of safety or uniform clothing. Uniformed staff must always be in uniform while on duty.

## 2.12 **Identity Card**

2.12.1 All employees shall be issued with identity cards. Any staff that loses his identity card must report the loss to their Departmental Head who shall make arrangement for replacement.

## 2.13 **Liability To Work In Any Part Of Nigeria**

2.13.1 An employee is liable to be deployed to serve in any part of Nigeria where NAMA offices/installations are located.

## 2.14 **Shift Relief**

2.14.1 An employee on shift duties must not leave his post until he has handed over to his reliever or arrangement has been made by the Head of his section to cover his duties.

## 2.15 **Notice Of Absence from duty**

2.15.1 An Employee should inform the Agency without delay if he is likely to be prevented from attending duty for any plausible reason. This rule is particularly important where shift duties are involved and sufficient notice of such absence must be given.

## 2.16 **Security of Document**

2.16.1 Facts, figures and confidential information about the Agency's operations must not be disclosed to any unauthorized person. Employees must not extract, copy, remove or take away official papers, records or other documents without official permission.

## 2.17 **Oath of Secrecy**

2.17.1 It is the duty of the Managing Director or his accredited representative(s) to ensure that all employees in the service of the Agency sign an oath of secrecy.

## 2.18 **Union Membership**

2.18.1 Employees are free to join any Union/Association recognized by the Agency.

2.18.2 No employee shall be victimized by virtue of his being a member of or holding an office in any recognized Union/Association.

## 2.19 **Airport Restricted Areas**

2.19.1 Staff whose duties require him to enter Airport Terminal Building or any restricted area must be in possession of ON DUTY CARD or approved staff IDENTITY CARD for such areas.

## 2.20 **Service Delivery Declaration**

2.20.1 The Management as well as all employees shall endeavour to deliver safe, efficient, effective and economic air navigational services. They shall be committed to the achievement of an excellent and effective service delivery to both their internal and external customers.

2.20.2 In addition, all staff of the Agency shall be expected to share and actualize the vision of service delivery in carrying out their duties. In this connection, they shall be expected to resume duties at the appropriate time, respond to official correspondences promptly, adhere to laid down rules and procedures and comply with all extant guidelines and regulations in the conduct and discharge of their responsibilities towards the attainment of the objective of service delivery.

## Chapter Three

### 3 GUIDELINES ON EMPLOYMENT/APPOINTMENT/ PROMOTIONS

#### 3.1 Introduction

3.1.1 There shall be established Personnel Management Committees to handle appointments, promotions and discipline of staff. The Committees shall be made up as follows:

#### 3.2 Junior Staff Committee (Airport)

3.2.1 There shall be in each Airport a local Junior Staff Committee of not less than five senior officers who shall not be below grade level 10. The Committee shall be chaired by the Airspace Manager and shall handle cases of staff on Grade 1-06 at the Airports. Recommendations of this Committee shall be submitted to the Director of Human Resources for approval.

#### 3.3 Junior Staff Committee (Headquarters)

3.3.1 The junior staff Committee shall consist of not less than five Senior Officers who are not below Grade Level 15 and should be chaired by the General Manger Human Resources and shall handle promotions of Staff on Grade Levels 01-06.Recomendations of this committee shall be submitted to the Management through the Director of Human Resources for approval.

#### 3.4 Senior Staff Committee

3.4.1 The Senior Staff Committee shall comprise of nine members who are not below Grade Level 15 and shall be chaired by the Director of Human Resources. The committee shall handle the promotions of officers on Grade Level 07-14.Recomendations of this committee shall be submitted to the Management for approval.

### **3.5 Management Staff Committee**

3.5.1 The Management Staff Committee shall be made up of all the Directors and shall be chaired by the Managing Director. The Committee is to handle the promotion of officers on Grade level 15-17 in the Agency. The recommendations of this committee shall be submitted to the Board for approval.

### **3.6 Disciplinary Committee**

3.6.1 In all matters of Discipline there shall be a Disciplinary Committee comprising representatives of all the Directorates and a representative of the Legal Department who shall be present during the deliberation of the Committee. The Industrial Relations Department shall serve as the Secretariat of the Committee.

3.6.2 The Committee shall have power to investigate and determine all reported cases of discipline in the Agency and shall make appropriate recommendations to the Management through the Director of Human Resources.

### **3.7 Appointment**

3.7.1 All direct appointment/employment to post on Grade Level 12 and above shall be by open advertisement where necessary.

3.8 Appointment/Employment to posts on Grade Levels 07 and above shall be approved by the Board on the recommendation of the Senior Staff Committee.

3.8.1 Employment to posts on Grade Levels 01-06 shall be approved by the Managing Director on the recommendation of the junior staff committee.

3.8.2 At the Airports, employment to posts on Grade Levels 01-06 only shall be made by the Director of Human Resources on the recommendation of the Airport Junior Staff Committee. The Committee shall ensure that as much as possible such vacancies are filled with the indigenes of the catchment areas of

the Airport who possess the prescribed qualifications. Each employee to the established post shall be provided with a formal letter of appointment.

3.8.3 All employment not done in conformity with the Scheme of Service shall be null and void.

3.8.4 Every employee shall be obliged to work in any part of Nigeria.

### **3.9 Eligibility for Employment**

3.9.1 To be eligible for employment, a candidate shall:

- (i) Not be less than Eighteen (18) years of age, and not more than (50) fifty years of age.
- (ii) Possess at least such minimum educational qualifications as are specified from time to time.
- (iii) Candidates to be employed must be certified by an approved Medical Officer and be medically fit for employment.
- (iv) Be prepared to serve the Nigerian Airspace Management Agency in any part of the Federal Republic of Nigeria or in any part of the World.
- (v) Not have been convicted of any criminal offence.
- (v) Not to have been previously dismissed from the service of the Agency or any Government service or any parastatal.
- (vi) Not to have been involved in any financial Misappropriation.

- (vii) Employee who has been promoted shall not be prevented from applying for a higher post in response to an internal or open advertisement, if he possesses the necessary qualifications.

### **3.10 Point Of Entry On First Appointment**

3.10.1 Newly employed staff shall be placed on the first step on the grade level attached to his rank. However, an enhanced point not exceeding the step recommended by the interviewing panel may be given in consideration of the employee's professional qualifications, experience and technical ability and in accordance with the provisions of the Agency's Scheme of Service.

### **3.11 Probation And Confirmation**

3.11.1 Any employee appointed to established post shall be on probation for one (1) year after which the employee shall become eligible for confirmation subject to a report of satisfactory performance by the immediate supervisor and Head of Department or Airspace Manager concerned. A confirmed employee, who is transferred from any other public service of the Federation, shall be deemed to have been confirmed for the purpose of this regulation.

### **3.12 Termination Or Extension Of Probation**

3.12.1 If after one (1) year probationary service, an employee's appointment cannot be confirmed because his performance has been unsatisfactory, his probationary service may be extended for a further period of one year and he shall be notified accordingly. If after this extension, his performance is still unsatisfactory, his appointment shall be terminated.

3.12.2 During the period of probation, if a staff is found to be suffering from a medical disability, that may hinder the performance of his duties, it shall constitute reason for termination.

3.12.3 When the appointment of a probationary staff is terminated under the provisions of paragraph 3.6.2 above, he shall receive one month's salary in lieu of notice and this shall be communicated to him in writing.

### **3.13 Secondment And Transfer Of Service**

3.13.1 Subject to Act No. 48 of 1999, the Nigerian Airspace Management Agency shall allow transfer and secondment to and from Public Service Organizations declared pensionable. Transfer and Secondment are available only to confirmed staff and shall be made only with the consent of both the staff and prospective employers.

3.13.2 The secondment of an employee to the service of an approved Organization in the Public Sector, any other government or approved body, at his own request, shall be for an initial period of two years and renewable for another two years with a maximum of four years, during which period he shall be required to elect to be transferred to the service to which he has been seconded or revert to his former organization.

3.13.3 If it is in the Public interest to second an employee to the service of any approved organization in the Public Sector or any other government or approved body, the period of secondment shall not be limited and the employee shall continue to hold his substantive post and be entitled to notional increment and promotions.

3.13.4 An officer may only be considered for transfer to the Agency if he has been confirmed and his qualification, experience and career progression are:

- (i) Comparable to those Officers already in the grade to which he seeks to be transferred.
- (ii) Superior to those of Officers in the grade to which he seeks to be transferred.

3.13.5 Once an Officer on transfer appointment has agreed to accept an offer to a position, and the position is lower than that which he initially applied, he shall not, after assumption of duty, petition for upgrading or review on account of comparison with his colleagues.

### **3.14 Retirement**

3.14.1 The compulsory retirement age for all grades in the service shall be 60 years or 35 years of pensionable service whichever is earlier. No officer shall be

allowed to remain in the service after attaining the retirement age of 60 or 35 years of pensionable service.

3.14.2 Provided an officer would not have attained the retirement age of 60 or spent 35 years of pensionable service whichever is earlier;

(a) An officer on Grade Level 17 shall compulsorily retire upon serving 8 years on the post.

### **3.15 Inter-Departmental Transfer**

3.15.1 Transfer from one post to another or from one cadre to another within the Agency shall be approved by the Managing Director. An officer must have served for a minimum period of one year in his original Department before seeking transfer to another Department. An application for such transfer must be submitted to the Director of Human Resources and the applicant must state reason(s) for desiring a transfer and his qualification for the work he wishes to undertake.

### **3.16 Contract Appointment**

3.16.1 A contract Appointment is employment by agreement (which does not provide for the payment of pension or gratuity) to a position in the Agency for a specific period.

### **3.17 Conditions Under Which Contract Employment Are Made:**

- (a) Employment on contract shall be subject to the conditions laid down in the contract and any existing regulations as may be introduced from time to time by the Agency.
- (b) Employees are offered contract Employment if:
  - (i) They are pensioners;
  - (ii) They are at least fifty (50) years of age at the time of Appointment.

- (iii) They specifically ask to be employed on contract and it is judged in the best interest of the Agency to employ them on such terms.
- (c) The Conditions of Service shall be provided in the contract of Employment.
- (d) The salary of a contract staff shall be set forth in his contract of service. In addition, ten percent (10%) of basic salary shall be payable as compensation for lack of pension and gratuity benefits.

### **3.18 Duration Of Contract Employment**

3.18.1 The duration of contract appointment is limited to the period specified in the contract itself in the first instance. Further engagement shall be subjected to renewals.

### **3.19 Re-engagement of Serving Officer(s) on Contract**

- (a) The re-engagement of a serving officer on contract shall be made at the discretion of the Agency.
- (b) An employee serving on contract who desires renewal of his contract shall give six months notice before the expiration.
- (c) On receipt of such notification expressing an officer's wish to be re-engaged, the Managing Director shall obtain the consent of the Board if the post is for Grade Level 13 and above officers.
- (d) The salary of a contract officer shall be one grade level less than his terminal salary.

## **3.20 ACTING APPOINTMENT IN THE AGENCY**

### **3.20.1 When Needed**

3.20.1.1 The need for Acting Appointment shall arise when it is necessary for a particular vacant duty post to be filled, when the incumbent is on leave/course, or has left the service, or to prepare a staff for higher responsibilities of the vacant duty-post. To this end, only an officer who is regarded as capable and could adequately perform the duties of a next higher post shall be recommended to act in such a post.

### **3.21 Who Should Act**

3.21.1 In order not to impair the relative seniority in the various job cadres in the Agency, the most senior and qualified officer in the Division, Department or Section shall act whenever the need arises subject to:

- (i) Confirmation that he has the necessary qualification and competence to effectively discharge the responsibilities of the Acting position.
- (ii) His meeting all professional requirements to discharge the responsibilities of the post and exercise supervisory control over the other staff in the Division, Department or Section; and
- (iii) Has met the requirements for acting as stipulated in the Agency's Conditions of Service i.e. he is a confirmed staff.
- (iv) Where the most Senior Officer in the Division, Department or Section cannot act on account of failure to meet the conditions in (i) to (iii) above, the Head of Department (HOD) shall exercise the discretion of recommending the next most senior competent and professionally qualified staff to act.

### **3.22 Duration**

3.22.1 The duration of acting appointment in each case shall not be less than 30 working days and not more than six months at a time. The decision as to whether an acting appointment is necessary or desirable in any particular case shall rest with the Management. Where the need for Acting appointment arises on account of the incumbent being on leave from duty or course for a period longer than six months and the staff cannot be confirmed on the post, Management shall renew the Acting Appointment. Where the Acting appointment is to fill a vacant duty post, Management shall assess the performance of the staff after six months for continuation, confirmation or cessation of the Acting appointment.

### **3.23 Cessation Of Acting Appointment**

3.23.1 The Acting Appointment of an officer shall cease:

- (i) On the day the substantive holder resumed duty from leave/course.
- (ii) On the effective date of either confirmation of the officer acting or recruitment/appointment to the vacant duty post.

### **3.24 Payment Of Acting Allowance**

3.24.1 An officer appointed to act shall be paid acting allowance effective from the date of his acting appointment to the date immediately preceding the date of termination thereof (both dates inclusive) except for any days in excess of fourteen (14) days of continuous absence from duty on account of ill health, or disciplinary action. An officer whose Acting Appointment has been approved is eligible to full salary and allowance for the post for which he is acting for the duration.

### **3.25 Covering Of Duties**

3.25.1 Where the period of absence of a substantive officer on duty post is less than 30 working days, and another officer cannot therefore be appointed to act therein, the Head of Department shall, subject to paragraph 3.11.3 nominate an officer to cover the duties.

### 3.26 PROMOTION

#### 3.26.1 ELIGIBILITY FOR PROMOTION

- (a) Promotion is not a right, but a privilege and shall always be subject to vacancy.
- (b) An employee shall be considered for promotion on the basis of qualification, experience, satisfactory performance and good conduct.
- (c) Seniority shall be taken into account in choosing among potentials for promotion. However, appointment into Senior Management position shall be at the discretion of the Management.
- (d) An employee under probation shall not be eligible for promotion or acting appointment.
- (e) All staff who fall within the field of selection for any promotion exercise shall be considered except those who are under disciplinary action.
- (f) The minimum number of years that an employee must spend in the post before being considered eligible to come within the field of selection for promotion shall be as follows:

<b>GRADE LEVEL</b>	<b>NUMBER OF YEARS IN POST</b>
01 – 06	Minimum of 2 (two) years

07 – 14	Minimum of 3 (three) years
15 – 17	Minimum of 4 (four) years

- (g) Employees transiting from GL 06 – 07 and 14 – 15 shall spend the minimum number of 2 and 3 years respectively.

**3.27 Criteria For Promotion**

- (a) The criteria for promotion shall be based on the following:
  - (i) Performance (as assessed under Annual Performance Evaluation Report) (APER)
  - (ii) Seniority
  - (iii) Additional relevant qualification/examination.
  - (v) Provisions of the NAMA Scheme of Service as well as the Public Service Scheme of Service.
  - (vi) Availability of vacancy
  - (vii) Oral interview/written examination as applicable.
- (b) Promotion of staff on GL. 01 and above shall be based on the provisions of the NAMA Scheme of Service in addition to the consideration of APER and the criteria listed under 3.12.3
- (c) The relevant staff Committee on promotion to GL. 07 and above shall take into account the APER (Annual Performance Evaluation Report) of each employee qualified for promotion for the last Three (3) years in service.
- (d) The criteria for promotion shall normally be weighted as follows:
  - (i) Performance 70
  - (ii) Additional relevant

	Qualification/Examination	20
(iii)	Seniority	10

In addition, the minimum score shall be 60% and all other criteria must be met including vacancy.

### **3.28 Passing Of Examination**

3.28.1 The Agency shall recognize examinations conducted by the Government or its Agencies, such as NABTEB, Trade Test and other approved/rating examination bodies. The passing of a Trade Test or an examination shall qualify an employee for advancement subject to the guiding provisions of the Agency's Scheme of Service.

### **3.29 Point Of Entry On Promotion**

3.29.1 Staff promoted shall enter the next salary Grade Level at such step that would give them remuneration which are not less than their present salaries plus the incremental rate on their last Grade level.

### **3.30 Effective Date Of Promotion**

3.30.1 The effective date of all promotion shall be 1<sup>st</sup> January of the year for which the promotion exercise was conducted.

3.30.2 An officer shall be accepted to be absent from promotion exercise only on the ground of suspension from duty at the time of the exercise.

### **3.31 Right of Individual To Appeal**

3.31.1 Where an employee feels aggrieved by a promotion, he shall appeal to the Agency's Governing Board and then to the Federal Ministry of Aviation, final appeal lies with the Office of the Head of the Civil Service of the Federation.

## Chapter Four

### 4 DISCIPLINE

- 4.1 It shall be the duty of every officer to acquaint himself/herself with the Disciplinary rules and any other regulations in force.
- 4.2 General inefficiency consists of series of acts of omission or incompetence, which demonstrate that the officer is not capable of discharging efficiently the duties of the office he holds: It includes:
- i. Absence without leave or dereliction of duty
  - ii. Inability to meet work schedules
  - iii. Negligence leading to loss of funds/revenue to the Agency
  - iv. Persistent complaints of performance below expectation.
- 4.3 **Penalty:** Before the proceedings for the removal of an officer for general inefficiency may be commenced he/she must have been warned on three occasions in writing.
- 4.4 **Misconduct:**
- 4.4.1 Misconduct means any act or conduct of wrongdoing or improper behaviour, which can be investigated and proved beyond any reasonable doubt. It includes: refusal to proceed on transfer or accept posting, Corruption, alcoholism, Dishonesty, Breach of trust, Breach of Security, Drunkenness, refusal to wear official uniforms, False claims against the Agency, Insubordination, Negligence, Falsification or Suppression of records, insobriety, violation of Smoking rules, Loitering, Obscenity, Traffic offence with the Agency's vehicle or any other (acts) of Misconduct or indiscipline committed.
- 4.5 **Penalty:** Suspension, Warning, Caution, Advice, surcharge, deferment of promotion, depending on the gravity of the offence.



#### 4.6 **Serious Misconduct:**

4.6.1 Serious misconduct is defined as a specific act of very serious wrongdoing and improper behaviour, which can be investigated and proved. It includes: conviction on a criminal charge (other than a minor traffic or sanitary offence) absence from duty without approval, disobedience of lawful order such as embezzlement of Agency's fund, negligence that may lead to loss of life, Agency's property or fund, corruption, dishonesty, failure to keep record, engaging in political activities, engaging in unauthorized Aircraft clearance, willful damage to the Agency property, aiding and abetting criminal offences, touting or aiding and abetting touting at the airports, Desertion of beat, Abandonment of duty post, Failure to transmit message as appropriate, Recycling of store items, Hawking, Instituting legal action against the Agency or other employee, Abuse of Oath of Secrecy, Rumor mongering, Falsification of credentials, records and certificates, Corruption, Insubordination e.g. refusing to obey reasonable and lawful instruction, working in a deliberately slow manner, Sexual harassment, behaving in an obstructive or disruptive way, behaving in aggressive manner, intimidation , violent behavior, and use of hard drugs.

4.7 **Penalty:** The ultimate penalty for serious misconduct is DISMISSAL. An officer who is dismissed forfeits all claim to retiring benefit, leave or transport grant etc. subject to the provisions of the Pension Reform Act 2004.

#### 4.8 **General Conduct Prohibitions:**

4.8.1 Absence from duty without leave: Any officer or employee who absents himself from duty for one week without authority renders himself liable to be dismissed from service after due process and the onus shall rest on him to show that the circumstance does not justify the imposition of the full penalty.

4.8.2 Disclosure of official information; every staff is prohibited from disclosing to any person except in accordance with official routing, any article, document or information entrusted to him in confidence. Similarly, every staff shall exercise due care and diligence to prevent the knowledge of any such article, note, document or information being communicated to any person against the interest of the Agency.

4.8.3 Financial embarrassment: A staff shall be deemed to be in serious financial embarrassment:

(a) If the aggregate of his unsecured debts and liabilities at any given time exceeds the sum of three times his monthly emoluments;

(b) Where he is adjudged a debtor, for as long as the judgment debt remains unsettled

(c) Where he is adjudged bankrupt or insolvent wage earner, for as long as he remains unsatisfied.

4.8.4 Membership of secret societies or engaging in partisan politics: Employees of the Agency are prohibited from joining any secret society or engaging in partisan politics.

4.8.5 Employees of the Agency are not expected to display unruly behaviour at place of work including Headquarters, Airports, Staff Quarters or any NAMA formation in the course of duty.

**4.8.6** All employees of the Agency are expected to comply and carry out lawful orders as may be issued from time-to-time. Disobedience to lawful order such as those issued by superior officer, failure to appear before or to answer question or query satisfactorily from any person or body designated by the Agency for **the purpose of investigating** any matter raised or any case arising out of these regulations shall attract appropriate punishment.

## 4.9 DISCIPLINARY PROCEDURE

4.9.1 Disciplinary proceedings in accordance with these regulations shall be initiated on the grounds of misconduct or an employee's general incompetence or inefficiency.

4.9.2 A standing Disciplinary Committee as provided for in Section 3.1(iv), shall be established for quick and expeditious dispensation of disciplinary cases. The following procedure must be adopted in all disciplinary cases.

- (b) Following a report of misconduct by an employee, the Head of Department shall give a query/warning to the employee depending on the gravity of the offence.
- (c) However, in relation to gross misconduct, the Head of Department shall request the Directorate of Human Resources to handle the case and the Human Resource Department shall issue a written query to the erring staff.
- (d) All queries must be answered within the twenty four hours or forty eight hours in the case of outstations and the response of the employees shall determine if such an erring employee should be suspended, exonerated, warned or referred to the appropriate disciplinary committee.
- (e) Where a case is referred to the disciplinary committee, the recommendation(s) of the committee shall be submitted by the Director of Human Resource to the Managing Director/Chief Executive or the Board of **Governors** as the case may be for ratification before any action.
- (f) Due diligence shall be taken to ensure that all disciplinary cases are concluded without delay.

4.9.3 For general guidance, it needs to be pointed out that in all disciplinary matters, reference must be made to the Director of Human Resources to ascertain the facts and offer professional advice in recommending or

determining appropriate disciplinary action in order to maintain a measure of uniformity.

4.9.4 The Director of Human Resources shall where necessary act in liaison with the legal department especially concerning matter of criminal nature.

4.9.5 The disciplinary procedure herein defined shall be strictly followed at all times.

#### **4.10 Investigation Of Cases**

4.10.1 The Managing Director shall as and when necessary, appoint ad hoc Committees to look into specific cases of indiscipline. The powers of such committees shall be stated in their terms of reference. Similarly, where in the opinion of the Disciplinary Committee, there is a conflicting report on a case; a sub committee to investigate the case may be set up.

#### **4.11 DISCIPLINARY MEASURES**

##### **4.11.1 Warning/Reprimand**

4.11.1.1 An employee who commits a minor offence or short-coming in the performance of his duties shall be queried and warned orally by his Head of Department.

4.11.1.2 An employee whose conduct or work is unsatisfactory shall be given a query in writing by his Head of Department/Section. The representation of the employee and the comments of his Head of Department or Section shall be forwarded to the Director of Human Resources for final assessment.

4.11.1.3 After three written warnings for misconduct within a year, any subsequent misdemeanor by the staff shall be referred to the appropriate disciplinary committee for further disciplinary action.

4.11.1.4 In all cases, the alleged misconduct of an employee shall be brought to his notice through the issuance of a query. Any query issued to an employee must be dealt with and returned to the responsible officer within 48 hours from the period of receipt of such query.

## **4.11.2 Fines and Surcharges**

4.11.2.1 A fine shall not be imposed as punishment but a surcharge may be imposed on any employee for the recovery of funds or property of the Agency, which have been lost or damaged as a result of negligence or default on the part of the employee.

## **4.11.3 Deferment of Increment**

4.11.3.1 Increment progression may be deferred for a minimum period of three months and a maximum period of one year on account of

- 1 Unsatisfactory Service
- 2 Conduct or sickness record
3. Inefficiency
4. Breach of the rules.

Where these apply, employee should be informed in writing. Increment deferred for more than six months in any year shall no longer be granted for that year.

## **4.12 Disciplinary Proceedings after Maternity Leave**

4.12.1 Any disciplinary proceeding against a female employee, which would otherwise have been taken during the period of her maternity leave, shall be postponed until the expiration of the maternity leave.

## **4.13 Suspension**

4.13.1 Whenever, in the opinion of a Head of Department, a prima facie case of misconduct which is of such a nature as to warrant immediate suspension has been committed by an employee, the Management may suspend the employee with or without pay immediately for a maximum of three months within which the case shall be determined by the appropriate committee and ratification by the Management or the Board.

4.13.2 Whenever in the opinion of the Management a prima facie case of misconduct has been made against an employee and it is necessary to investigate the matter further with a view to determining the guilt or

appropriate disciplinary action, the employee may be suspended without pay pending the determination of his case and subject to provision 3.15.1.

4.13.3 The employee so suspended shall be forbidden to carry out his duties and to visit his place of work without the express permission of the Management. When an employee has been so suspended, he may also be called upon to handover any uniform, account books, records and any other property of the Agency in his care to his immediate supervisor or as shall be directed by the Management.

4.13.4 If the Officer on suspension was found guilty of the offence and as a result has to leave the service by retirement or termination, his entitlement shall be paid from the date he was placed on the suspension.

4.13.5 Notice of suspension shall be conveyed to the employee concerned in writing.

#### 4.14 **Compulsory Leave**

4.14.1 Where it is necessary to establish facts, obtain further information or carry out an enquiry before disciplinary action is taken, an employee, whose conduct is not in question, but whose presence may hinder the enquiry, shall be sent on compulsory leave for such length of time as the appropriate Disciplinary Committee shall deem fit.

4.14.2 Such employee shall be entitled to his full pay for the period of leave. Where the employee is still entitled to annual leave, the period of compulsory leave shall be deducted from his annual leave.

#### 4.15 **Interdiction**

4.15.1 When an employee has been charged with a criminal offence before a court of law whether or not connected with the Agency and the Management considers it in the interest of the Agency that he should cease to exercise the powers and functions of his office instantly, the employee shall be interdicted from his duties forthwith. Formal notice of interdiction shall be given to the employee concerned in writing.

When an employee has been interdicted, he shall be entitled to receive only one-half of his basic salary per month. An employee who is under interdiction shall be required to handover any uniform, accounts books and records, and any other property of the Agency in his charge to such person as may be directed. An Interdicted officer is forbidden to carry on his duties and to visit his place of work except with the express permission of the Management.

4.15.2 An employee who is under interdiction is responsible for keeping his Department informed of his home address where instructions could be passed to him. If he failed to comply within 48 hours when such instruction properly delivered to such address, he will be regarded as being absent from duty without leave to which he has to tender a reasonable and acceptable explanation. Where an employee under interdiction is found not guilty of charges against him and has been discharged and acquitted, he shall receive the balance of his salary withheld during the period of interdiction and may be reinstated. An officer acquitted of a criminal offence shall not be penalized for any charge of which he or she has been acquitted but nothing in this rule shall prevent him/she being dismissed or otherwise punished on any other charges arising out of his/her conduct in the matter provided that such charges shall not raise substantially the same issue as those of which he/she has been acquitted.

#### 4.16 **Dismissal**

- (i) Dismissal from the service of the Agency within the context of these conditions of service means loss of employment, retirement benefits, leave or transport grant.
- (ii) No notice or salary in lieu of notice shall be given to any employee dismissed, but dismissal shall take effect from the date

on which the employee concerned is officially notified of his dismissal from the service.

- (iii) An employee dismissed shall not be entitled to leave, payments or traveling expenses, gratuity or pension and shall vacate the Agency's Quarters within 30 days of his dismissal and handover any property of the Agency in his custody to his Head of Department.
- (iv) All cases of discipline, which may lead to dismissal shall be placed before the appropriate committee and approved by the Managing Director or the Board as the case may be, while cases of summary dismissal shall be dealt with as appropriate.
- (v) An employee who is confirmed in his appointment shall be dismissed by the Agency for misconduct but no such employee shall be so dismissed until the appropriate committee has considered his case.
- (vi) An employee convicted on a criminal charge shall not receive any emoluments for the period following the date of his conviction. In the event of any acquittal on appeal, payment of arrears of his emoluments shall be made but nothing in these conditions of service shall prevent his being dismissed or otherwise punished on any other charges arising out of his conduct in the matter, provided that such charges do not raise substantially the same issue as those of which he has been acquitted.

#### **4.17 Summary Dismissal**

4.17.1 An employee of the Agency shall be summarily dismissed if:

4.17.2 A case of corruption is duly established against him

4.17.3 He acts as attorney or agent against the Agency in any matter; or institutes a legal action against the Agency, while he is in the employ He falsifies

testimonials, certificates, personnel or financial records or is found to have forged or fraudulently altered official documents of the Agency.

4.17.4 Discovered to have misled the officials or committee that appointed him in reaching decision on his appointment by making a false statement in applying for a post.

4.17.5 Discovered to have been dismissed from any post in the Public or Private Sector.

4.17.6 Absconded from duty of the Agency without leave

4.17.7 He fails to disclose any previous conviction for a criminal offence which will lead to summary dismissal.

#### 4.18 **Termination**

- (i) In addition to the provision of Chapter 3, Section 3.5 for termination of employees with unsatisfactory probationary service, an unconfirmed employee may have his appointment terminated with a month's notice or a month's salary in lieu if found culpable of any offence as stated in this Conditions of Service.
- (ii) An employee who is confirmed in the service may have his appointment terminated by the Agency on grounds of general inefficiency provided that he has previously been warned three times in writing by his Head of Department that his work has been unsatisfactory and copies of such warnings had been forwarded to the Personnel Department.
- (iii) The appointment of a confirmed employee shall not be terminated on the grounds of general inefficiency until he has been given the opportunity to submit representations to the Managing Director through the Head of Department.
- (iv) Notwithstanding provision (iii) above, the Management can terminate the appointment of its staff if it is in the

interest of the Agency to do so, provided one month notice is given or payment is made in lieu of notice.

- (v) A confirmed staff shall be given one calendar month's notice in writing or one month's notice in writing or one months pay in lieu of notice on termination of appointment. Any entitlements accruing at the time of termination may be granted to run concurrently and terminate with the notice or if being terminated without notice such leave may be commuted to cash.
- (vi) In all cases of termination, notice of termination shall be given, the Agency shall not be obliged to state the reasons for the termination of an employee's appointment.
- (vii) If an employee is terminated under pensionable circumstances, he shall be entitled to pension and/or gratuity (whichever is applicable)

#### **4.19 Resignation**

4.19.1 An employee who resigns his appointment shall be liable to give one month's notice in writing or pay one month Basic Salary in lieu of notice. Failure to give proper notice in writing or payment in lieu shall lead to non-acceptance of resignation.

4.19.2 An employee who resigns shall forfeit that part of his vacation leave on pro-rata. If he resigns his appointment without proper notice, he shall forfeit claims to leave and leave allowance. Employee who has given notice of resignation but absent himself from duty without advice from the authority before the effective date of his resignation may be dismissed.

**4.19.3** Employee on resigning from service shall hand over any property of the Agency in his possession and shall refund to the Agency in full, any sum of money, which he may owe the Agency. Failure to refund the money owed the Agency will lead to non-acceptance of resignation and legal action may be taken to recover the debt.

#### **4.20 Compulsory Retirement**

4.20.1 Without prejudice to the power of the Agency to dismiss, suspend or interdict as contained in these regulations, if the Board/Managing Director of the Agency considers that it is desirable in the interest of the Agency that an employee should be required to retire from the service of the Agency on any ground, a full report shall be made and the employee shall be given an opportunity of submitting a reply to the complaints by reason of which his retirement is contemplated, and if after considering these reports, the Board/Managing Director of the Agency is satisfied, having regard to the Conditions of Service, the usefulness of the employee thereto and all other circumstance of the case, that its desirable in the interest of the Agency so to do, it shall retire the employee and the employee's service shall accordingly terminate on such date as the Agency shall specify.

4.20.2 In every such case, the question of pension and gratuity shall be dealt with under the Agency's staff pension and Gratuity Scheme or any Federal Government enactment governing such retirement in force at the time.

#### **4.21 Right of appeal**

4.21.1 Members of staff have the right to appeal to the next level of authority up to the Managing Director or the Board as the case may be, against any disciplinary action meted out to them, while final appeal lies with the Office of the Head of Service of the Federation. Full access to all documents relevant to the staff's petition/appeal should be allowed.



## **Chapter Five**

### **5 SALARIES, WAGES AND INCREMENTS**

#### **5.1 Salary On Appointment/Employment**

5.1.1 Salary shall consist of the rate of pay for the appointment held apart from any Allowance, overtime or special additional payment. On appointment, Full Salary will be paid from the date the employee first reports to the Agency to assume duty.

#### **5.2 Salary Review**

5.2.1 Current salaries and wages of the Agency shall be made known to restricted users only. From time to time, subject to any government revision of Salaries affecting the public service in general, the Agency shall adopt a Negotiated salary structure, which is not less favorable than what obtains in other organizations in the aviation industry. Notwithstanding the above, the Agency may negotiate a new salary structure with the representatives of its employees as at when necessary.

#### **5.3 Mode Of Payment**

5.3.1 Salaries shall be paid monthly either in cash or by cheque and shall not be later than 25<sup>th</sup> of every month. A staff may have his salary paid into a bank account in any bank nominated by him

#### **5.4 Increment Rules**

- (i) Except otherwise provided, an employee's incremental date shall be 1<sup>st</sup> January of every year.
- (ii) The granting of annual increments shall be automatic unless it is deferred on ground of adverse report against the employee.

- (iii) An employee's increment may be deferred for a minimum period of three (3) months and a maximum period of one year as a disciplinary measure arising from misconduct. An employee must be notified in writing of the intention to defer his increment stating the reasons and period of deferment.
  
- (iv) A deferred increment, which is eventually granted, does not become effective until the day following the expiration of the specified period of deferment, but the recipient retains the original incremental date for subsequent increments. If an increment is deferred for more than six (6) months in any year, it shall no longer be granted for that year.

## Chapter Six

### 6 ALLOWANCES/FRINGE BENEFITS/HOURS OF DUTY

#### 6.1 Hours of Duty

6.1.1 The normal working time per week shall consist of 5 days, 8 hours per day, Monday to Friday as follows: - 8.00 a.m. – 4.00 p.m. (Except for staff on shift duties).

#### 6.2 Shift Duties

6.2.1 An employee is considered to be on shift duties when he is required to rotate his normal duties according to the duty roster, the period of duty being not less than 6 (six) hours per day.

#### 6.3 Over Time

6.3.1 The Agency may consider the payment of overtime allowance to staff on Grade Levels 01 – 14 on day duties who are required under special circumstances to perform overtime duties on the approval of the Head of Department. Overtime is not payable unless the employee has performed his normal prescribed number of hours of duty per week as stipulated in Rule 5.1

#### 6.4 Overtime Rate

6.4.1 Authority to work for overtime is the responsibility of the Head of Department and will be payable in accordance with the provisions stated below: -

##### (a) Overtime Allowance

- i. Overtime allowance shall be paid to officers on Grade Levels 01 – 14 whenever such officer performs overtime duties. This allowance is not a regular one but payable only for ad hoc

assignment. The rate of overtime allowance shall be 1 ½ times and 3 times hourly rate of monthly salary for work days and work free days including public holidays respectively, subject to a maximum of 45 hours per month (or a maximum of 75 hours per month in the case of motor vehicle drivers).

**(b) Motor Vehicle Drivers' Allowance**

- i. All motor vehicle drivers, irrespective of the officers or section they are posted, shall be paid monthly overtime allowance of 20% of their **monthly** basic salary in lieu of paragraph (a) above.

**(c) Shift Allowance for Officer on Shift Duty Excluding Motor Vehicle Drivers**

- i. 20% of Basic salary shall be paid as shift allowance to officers on GL 01 – 16 who perform shift other than motor vehicle drivers.

**(d) Hazard Allowance**

- i. Hazard allowance of N7, 500.00 per month shall be paid to all categories of staff of the Agency:

**6.5 Allowance on First Appointment.**

6.5.1 Newly appointed officers posted from cities different from their place of domicile, shall be entitled to transport fare for self, spouse and not more than four (4) children at the rate N20.00 per/km. In addition they shall be eligible for hotel accommodation for the first 28 days or an allowance in lieu of Hotel Accommodation at the following rates:

Managing Director	N20,000.00 per day
Officers on Grade level 15-17	N13,000.00 per day

Officers on Grade level 07 -14	N9,000.00 per day
Officers on Grade Level 06 and below	N 3,000.00 per day

6.6 **Transfer Allowance**

- (a) Officer on transfer to a new station shall be paid transfer allowance at the rate of N15.00k per kilometer per person for self, spouse, four (4) children and a dependant and N10.00k per kilometer per load subject to a maximum of 60 load pieces.
- (b) Resettlement allowance shall be paid to officer transferred to another station at the rate of 5% of the officer's annual basic salary.
- (c) Employees who are transferred from one station to another shall, in addition to (a &b) above, be paid as below a lump sum allowance for **the first** 28 days in lieu of hotel accommodation provided the staff did not initiate the transfer **or the staff is not transferred on disciplinary grounds.**

GL 16 – 17	N20, 000.00 per night
GL 14 - 15	N15, 000.00 "
GL 10 - 13	N10, 000.00 "
GL 07 - 09	N8, 000.00 "
GL 01 - 06	N5, 000.00 "

- (d) An employee posted to a particular station shall stay for a maximum period of 5 years, after which the employee shall be transferred to another station if the need arises.
- (e) Staff on transfer shall be allowed to remain in his/her allocated quarters (if applicable) for a period of not more than three months from the effective date of the transfer after which he will be required to vacate such quarters.
- (f) An officer whose transfer is at his own request shall be entitled to only transport allowance.

## **6.7 Transport Allowance for staff on approved Tours or Duty Journeys**

6.7.1 A flat rate of transport allowance of N20.00k per kilometer shall be paid in cash to staff that undertake approved official journeys outside their stations where air travel is not available. This allowance is payable at the originating Airport. The allowance shall also be payable to officers who use their private vehicle to perform official duties.

## **6.8 Local Course Allowance**

- (a) Where a staff is sent on course of instruction locally (i.e. within Nigeria but outside his station) for a period of 28 days or less, where Boarding and lodging are not provided by the training institution concerned, he will be entitled to subsistence allowance applicable to his grade Level. 70% of the same allowance per day shall be paid for a period in excess of 28 days and 40% of the same allowance shall be paid after eight weeks period of the course.
- (b) Staff who attends a course of instruction locally for a period of 28 days or less where the training institution provides full Boarding/Lodging shall be entitled to 15% of his subsistence allowance. If the course is more than 28 days, 10% of the officer's subsistence allowance shall be paid for the remaining days from the 28 days up to twelve weeks and 5% of the same subsistence allowance shall be paid in excess of twelve weeks.
- (c) When staff are sent on in – house training at the Agency's training center and hostel accommodation is provided, staff who are undergoing the training outside their station shall be entitled to 15% of their subsistence allowance. 5% of the same allowance per day shall however be paid for the remaining period in excess of 28 days up to and including twelve weeks.

d. Where a staff is sent on a course of instruction locally outside his work environment but within his station where no Board and lodging are provided by the Training institution concerned, the following rates shall be payable in lieu of provision of official vehicle:

Officers on Grade Levels 17	- N5000per day
Officers on Grade Levels 15-16	- N4000 per day
Officers on Grade Levels 10-14	- N2, 500 per day
Officers on Grade Levels 01-09	- N1, 500 per day

## 6.9 Teaching Allowance

6.9.1 Teaching allowance of N5,000 per lecture session shall be paid to any staff invited by the Management to deliver lecture(s) at any of the Agency's training programme. For OJT Instructor the sum of N10,000 per Month shall be paid after it has been duly approved by the HOD concerned.

## 6.10 Project Allowance for in-service Training

6.10.1 Project allowance of N25, 000 shall be paid to officers on in-service training where a project is expected to be prepared and submitted. Report and copy of such project should be submitted to the Manpower & Training Department.

## 6.11 Education Grant

6.11.1 To assist staff that desires to acquire more knowledge in their chosen profession, education grant at the rate specified below shall be paid to confirmed staff of the Agency who is on Part-time programme in any recognized institutions in Nigeria. Such employee must have put in not less than 5 years in the service and upon presentation of first semester examination. However, such course(s) must be relevant to his/her current designation.

PHD	N200,000.00
Masters	N175,000.00
Degree/HND	N120,000.00
PGD	N100,000.00
OND	N50,000.00

6.11.2 Officers shall however be eligible to another grant 3 years after completion of the preceding programme. Officers desirous of pursuing any programme within the period may apply for approval without recourse to financial assistance.

## 6.12 Overseas Training Course Allowance

6.12.1 Overseas training courses can only be granted for those courses NOT readily available in Nigeria. Where an employee is attending a course of instruction outside Nigeria, he shall be entitled to the payment of overseas allowance to cover Board, Lodging and Incidental expenses at the following rate:

Managing Director	US\$600 per night
Directors	US\$425 per night
Grade Levels 15-17	US\$425 per night
Grade Levels 07-14	US\$381 per night
Grade Levels 01-06	US\$206 per night

6.12.2 Where the donor providing the training as a form of technical assistance to NAMA provides free full board and lodging, the officer concerned shall be entitled to 25% of his appropriate estacode for the whole duration of his course at the rate set out in 5.14.1 above.

6.12.3 Where the donor provides free lodging alone, the officer concerned shall be paid 75% of his estacode allowance to enable him meet board and incidental expenses.

6.12.4 Where the donor provides free lodging plus cash allowance the officer shall claim the cash differences between the cash payment by the donor and percentage of his appropriate allowance as may be approved for payment.

## 6.13 Overseas Duty Travel

6.13.1 The Managing Director shall authorize passage on Overseas Tours.

6.13.2 Overseas duty allowance shall be payable to officers travelling outside Nigeria for official duties for the first 28 days as follows:

Managing Director	US\$ 600 per night
Director	US\$425 per night
Grade Level 15-17	US\$425 per night
Grade Levels 07-14	US\$ 381 per night
Grade Levels 01-06	US\$ 206 per night

6.13.3 Thereafter 30% of the normal entitlement is payable. Where the Agency provides Board and lodging on such tours, the employee shall be entitled to incidental expenses equal to 25% of the rate set out above.

6.13.4 When a tour or assignment outside Nigeria exceeds nine (9) months continuous period, the employee may, at his request be allowed to be accompanied by a wife and two (2) children at the Agency's expenses. A family allowance shall in such case be payable by the Authority at the rate of \$500 per month.

#### 6.14 **Class of Travels**

6.14.1 The class of Air travel shall normally be economy for all staff except the Managing Director, which shall be BUSINESS CLASS.

#### 6.15 **Warm Clothing Allowance**

6.15.1 An employee on official visit or assignment to any country with temperate climate outside Nigeria shall be entitled to "WARM CLOTHING ALLOWANCE" of \$720 once in three years. Dependents accompanying such employees in accordance with the provisions of these conditions shall be eligible to similar allowance at the rate of:

Spouse	-	US\$200
Child	-	US\$100

#### 6.16 **Sitting Allowance for ad-hoc Management Committees**

6.16.1.1 Members of Ad-hoc Committees approved by the Managing Director shall be entitled to the sum of N2, 000.00 as sitting allowance.

## 6.17 Duty Tour Allowance

6.17.1 When a staff has to carry out official duties outside his station, he shall, subject to the recommendation of his departmental head be given an allowance for his maintenance. The allowance shall be treated as non-accountable and granted in lieu of Hotel bills as follows:

Managing Director	-	<b><u>N50, 000.00 per night</u></b>
Directors	-	N25, 000.00 per night
Officers on grade levels 16-17	-	N20, 000.00 per night
Officers on grade levels 14-15	-	N15, 000.00 per night
Officers on grade levels 7-13	-	N12, 000 .00 per night
Officers on grade levels 01-06	-	N5, 000.00 per night

6.17.2 For local running, officers shall be entitled to 30% of DTA in addition to airport and taxi fare at the prevailing rate.

## 6.18 Transport Allowance

6.18.1 Transport allowance of 29% of basic salary shall be paid to all employees at the rate stated hereunder;

**However any officer of the Agency provided with an official vehicle shall not be entitled to Transport Allowance.**

## 6.19 Use of Official Vehicle

6.19.1 The Agency shall be responsible for the maintenance of Official Vehicle allocated to entitled officers. No refund of vehicle maintenance shall be made except in an emergency situation where officer is not expected to expend more than N30,000.00. The Director of Human Resources shall certify such claim for refund.

## 6.20 Vehicles Attached to Management Staff

**6.20.1** The vehicles attached to Management staff are primarily utility vehicles needed for the day-to-day activities of their offices. **The vehicles remain the property of the Agency and shall not be taken away upon the disengagement of the staff from the Agency.**

**Official vehicles attached to Management staff may be depreciated over a period of Ten years and shall be boarded in accordance with extant Government rules and Guidelines. Where the vehicles are to be boarded, the officer shall have the option of first purchase.**

## **6.21 Repatriation Allowance**

6.21.1 A retiring staff shall be entitled to repatriation allowance at the rate of N15.00 per kilometer per person for self, spouse, four (4) children and a dependant. In addition, a load allowance at the rate of N10.00 per kilometer per load shall be paid subject to maximum of 60 load pieces).

## **6.22 Redundancy**

- i. Redundancy means an involuntary and permanent loss of employment caused by an excess of manpower.
- ii. An employee declared redundant shall be entitled to a redundancy payment together with other payments to which he is entitled, purpose of a redundancy payment being to compensate an employee for the loss of his job.
- iii. In the event of redundancy, the company shall:
  - a. Consult with the Trade Union of Workers representative concerned stating clearly;
    - a. The reason for the redundancy
    - b. The number and description of employee to be declared redundant
    - c. The proposed method of selecting the employees who may be discharged, and
    - d. Agree on the sum to be paid as redundancy payment.

2. Endeavour to apply the principle of last in, First out subject to such factor as skill, reliability and age.

## 6.23 Housing Allowance

6.23.1 Staff who do not occupy the Agency's quarters or rented apartments shall be entitled to 60% of his monthly basic salary as Housing Allowance.

## 6.24 Meal Subsidy

6.24.1 Lunch subsidy shall be paid to the Agency's staff as stated below:

- (a) MD/CEO & Directors - **N160,000.00** per annum
- (b) General Managers - **N150,000.00** per annum
- (c) Grade Levels 15-16 - **N140,000.00** per annum
- (d) Grade Levels 12-14 - **N130,000.00** per annum
- (e) Grade Levels 07-10 - N120,000.00 per annum
- (f) Grade levels 01-06 - **N100,000.00** per annum

## 6.25 Utility Allowance

6.25.1 Utility allowance shall be paid to all employees for household utilities such as electricity bills, water rates, etc. The rates shall be as follows:

- (a) MD/CEO & Directors - **N120,000.00** per annum
- (b) General Managers - **N100,000.00** per annum
- (b) Grade levels 12 -16 - **N75,000.00** per annum
- (c) Grade Levels 07-10 - **N48,000.00** per annum
- (d) Grade Levels 01-06 - **N36,000.00** per annum

## 6.26 Leave Allowance

6.26.1 Leave allowance shall be 10% of annual total of:

- i. Basic Salary
- ii. Transport allowance
- iii. Meal subsidy.
- iv. Utility allowance
- V. Housing Allowance.

6.26.2 If there is general salary increase at the last quarter of the year it shall not affect leave allowance payable for that remaining part of the year.

**6.27 Professional Allowance**

6.27.1 In order to enhance professionalism and efficiency, staff of the Directorate of ATSES and Operations shall be entitled to professional allowance. An officer can only enjoy one of the ratings as specified below:

6.27.2(a) i. Holders of ATSEP License and Ratings in the Directorate of safety Electronics and Engineering Services shall earn as stated in the table below:

<b>No of years of License</b>	<b>1<sup>st</sup> Rating (per month)</b>	<b>2<sup>nd</sup> Rating (per month )</b>	<b>3<sup>rd</sup> Rating (Per month)</b>
0-3 years	N 120,000.00	N 150,000.00	N 180,000.00
3-6 years	N 140,000.00	N 175,000.00	N 210,000.00
6-10 years	N 160,000.00	N 200,000.00	N 240,000.00
10-15 years	N 180,000.00	N 225,000.00	N 270,000.00
16 years and above	N 200,000.00	N 250,000.00	N 300,000.00

ii. Holders of ATSEP License without rating in the Directorate of Safety Electronics Services shall earn as shown in the table below:

<b>No of years License</b>	<b>Amount</b>
0-3 years	N 75,000 per month
3-6 years	N 80,000 per month
6-10 years	N 100,000 per month
10-15 years	N 110,000 per month
16 years and above	N 120,000 per month

iii. Staff without License and Rating in the Directorate of Safety Electronics and Engineering Services, shall earn as follows:

<b>Grade Level</b>	<b>Amount (Per month)</b>
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GL 6- 9	N 30,000.00
GL 10-14	N 40,000.00
GL 15 and above	N 60,000.00

(b) i **ATC Rating Allowances**

Staff of the ATS department shall enjoy the following rating allowance;

RATINGS	AERODROME CONTROL RATING	APPROACH CONTROL	ACC (PROC) RATING	APC RADAR RATING	AREA RADAR RATING
1.	0-5 Yrs Post rating experience N420,000.00 P.A.	0-5 Yrs Post rating experience N600,000.00 P.A.	0-5 Yrs Post rating experience N288,000 P.A.	0-5 Yrs Post rating experience N468,000 P.A.	NOT CURRENTLY AVAILABLE
2.	6-10 Yrs Post rating experience N480,000 P.A.	6-10 Yrs Post rating experience N720,000 P.A.	6-10 Yrs Post rating experience N336,000 P.A.	6-10 Yrs Post rating experience N540,000 P.A.	NOT CURRENTLY AVAILABLE
3.	11-15 Yrs Post rating experience N540,000 P.A.	11-15 Yrs Post rating experience N840,000 P.A.	11-15 Yrs Post rating experience N384,000 P.A.	11-15 Yrs Post rating experience N612,000 P.A.	NOT CURRENTLY AVAILABLE
4.	16-20 Yrs Post rating experience N600,000 P.A.	16-20 Yrs Post rating experience N960,000 P.A.	16-20 Yrs Post rating experience N432,000 P.A.	16-20 Yrs Post rating experience N686,400 P.A.	NOT CURRENTLY AVAILABLE
5.	21-25 Yrs Post rating experience N660,000 P.A.	21-25 Yrs Post rating experience N1,080,000 P.A.	21-25 Yrs Post rating experience N480,000 P.A.	21-25 Yrs Post rating experience N756,000 P.A.	NOT CURRENTLY AVAILABLE
6.	Above 25 Yrs Post rating experience N720,000 P.A.	Above 25 Yrs Post rating experience N1,200,000 P.A.	Above 25 Yrs Post rating experience N528,000 P.A.	Above 25 Yrs Post rating experience N828,000 P.A.	NOT CURRENTLY AVAILABLE

(ii) **Airmen Allowance** N 540,000.00 per annum

(iii) **ATC License Maintenance Allowance:** The sum of N200, 000.00 shall be paid to all licensed controller as maintenance of License allowance.

(c) **COMMUNICATIONS STAFF RATED & LICENSED**

(i) Staff of the Communications department shall be entitled to professional allowance as stipulated below:

GL. 07-09	- N80, 000.00
GL.10 -12	- N90, 000.00
GL. 13-14	-N100, 000.00
GL. 15 and above	- N120, 000.00

(ii) In addition non rated & non licensed Communications department personnel shall also enjoy:

GL.05-10	-N20, 000.00
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(d) **AERONAUTICAL INFORMATION SERVICE STAFF**

(i) Staff of the Aeronautical Information Service department shall be entitled to professional allowance as stipulated below:

GL. 01- 07	N40, 000.00
GL. 08-10	N80, 000.00
GL.12-14	N100, 000.00
GL.15 and above	N120, 000.00

6.27.3 Other members of staff of Human Resources, Finance and Managing Director's office that attained professional certificate of ICAN, ACCA, ANAN, CIPM, CIM, NIM, ACIS and Institute of Purchasing and Supply **and other professional bodies recognized by the Federal Government** shall be entitled to professional allowance as follows:

(i)	Fellow	75,000.00 per month
(ii)	Member	50,000.00 per month
(iii)	Associate	40,000.00 per month
(iv)	Affiliate	20,000.00 per month

## 6.28 Children Educational Grant

**6.28.1** The Agency shall grant the sum of **N50, 000.00 per annum to all employees who have children.**

Staff will be required to present birth certificate or sworn affidavit to qualify.

## 6.29 SECRETARIAL SPECIAL ALLOWANCE

6.29.1 Secretaries and Typists who are attached to officers on GL.15 and above shall be paid Secretarial allowance of **N5, 000.00 (Five thousand Naira)** per month. Other Secretaries and Typists shall be entitled to **N3, 500.00 (Three thousand Five Hundred Naira)** per month as Secretarial allowance.

## 6.30 Domestic Servant Allowance

6.30.1 The Managing Director, Directors, General Managers, Deputy and Assistant General Managers shall be entitled to the following allowances and privileges at the Agency's expenses.

**i. Managing Director**

One Cook, One gardener, One Steward, Three Motor Vehicle drivers and **Three** Day/**Three** Night Guards.

**ii. Directors**

One Cook, One Gardener, Two Motor Vehicle Drivers and **Two** Day/**Two** Night watchmen.

**iii. General Managers**

Two domestic servants, One Motor Vehicle with driver attached and two day & night watchmen.

**iv. Deputy General Managers**

Two domestic servants, One Motor Vehicle with driver attached and one day/night watchman.

**v. Assistant General Managers**

One domestic servant, One Motor Vehicle with driver attached and one night watchman.

6.30.2 These servants shall be personal to the officers in (i- v) above; the salaries and allowances of the domestic servants (i.e. Cook, Gardener, Steward, Day/Night watchmen) and only two drivers for the Managing Director and one driver for the Directors, shall be paid along with the salaries and allowances of the officers they are attached to.

**6.31 Furniture Grant**

**6.31.1 (a). (i) Furniture grant of 160 % of Annual Basic Salary shall be granted every four (4) Years to permanent and confirmed staff from Grade level 01-17**

**(ii) Managing Director and Directors shall be entitled to furniture grant of Five Million Naira (N5m) ,Four Million (N4m) every four(4) years.**

**6.31.2 (b). The Agency in line with the above shall not furnish any quarter occupied by staff for any reason whatsoever.**

**6.32 Proficiency Allowance**

6.32.1 Proficiency allowance of 25% of monthly Basic Salary shall be paid to all staff as incentive to ensure efficient service delivery and increase in productivity.

**6.33 Entertainment Allowance**

6.33.1 Management staff on GL 15 and above shall be entitled to the following benefits:

Managing Director	<b><u>N150,000.00</u></b>
Directors	<b><u>N120,000.00</u></b>
General Managers	<b><u>N100,000.00</u></b>
Deputy General Managers	<b><u>N80, 000.00</u></b>
Assistant General Managers	<b><u>N60, 000.00</u></b>

**6.34 Inducement Allowance**

6.34.1 **N5000.00 Monthly** shall be paid to Finance, Commercial and Audit officers as inducement allowance.

**6.35 Non – Accident Bonus For Drivers**

6.35.1 A driver who drives the Agency's vehicle for One Calendar year continuously without any accident shall be given an accident free bonus of N10, 000.00. However, if a driver is involved in an accident, he will start a new probationary period of one year before he qualifies again for non- accident bonus.

**6.36 OUTFIT ALLOWANCE**

Outfit allowance shall be paid to

i) Public Relations Officers/Protocol officers

ii) Industrial Relations Officers

iii) Legal Officers

Who are on GL.08 and above at 7½ % of annual basic salary and shall be paid once in a year. However the Agency shall provide Drivers with corporate uniforms/outfit. It shall also provide protective clothing to staff who work in extreme conditions.

**6.37 FOREIGN LANGUAGE ALLOWANCE**

(a) Subject to demonstration of competence through appropriate test, foreign language allowance shall be paid to staff who interpret or speak foreign language at designated international airports and in the course of their duties.

(b) A flat rate of N12, 000.00 per annum shall be applicable. Staff members in receipt of this allowance are expected from time to time to demonstrate their skill and competence through a prescribed efficiency test to be organized by the Agency.

6.38           **MEDICAL STAFF ALLOWANCE**

6.38.1 All employees shall be entitled to free medical services in accordance with government regulations through the National Health Insurance Scheme (NHIS) or as the Agency may decide. Medical expenses incurred in the event of emergency situation shall be reimbursed after due evaluation.

6.39           **END OF YEAR EX-GRATIA ALLOWANCE**

6.39.1 At the end of the year, one-month total emolument shall be paid to all workers as a bonus.

## **Chapter Seven**

### **7 ADVANCES AND LOANS TO STAFF**

#### **7.1 Salary Advance**

7.1.1 The Agency may approve salary advance to staff who, through no fault of theirs, have to meet essential expenses.

#### **7.2 Conditions For Salary Advance**

7.2.1 Salary advance may be granted where the expenses incurred are clearly essential and unexpectedly heavy or could not have been foreseen. All applications will be considered on their individual merits and the Agency's decision to grant assistance in one case shall in no way create precedence for other cases.

#### **7.3 Limit**

7.3.1 Salary advance may be granted once in a calendar year on the authority of the Director of Finance at Headquarters, and the Airspace Manager in the case of outstation staff. It shall be limited to a maximum of two (2) months salary to be repaid in six (6) consecutive monthly installments, commencing from the month immediately following the one in which the advance was taken, provided the staff is not owing any outstanding salary advance.

#### **7.4 Car Refurbishing Loan**

7.4.1 The Agency may grant loans to staff who own cars to help in reconditioning their cars at the following rates:

GL. 15 and above	-	N300, 000:00
GLs.10 – 14	-	N200, 000:00
GLs. 07 – 09	-	N150, 000:00

It shall be repayable in 36 monthly installments, at 2% interest rate. However, those staff granted car loan can only be entitled to a car refurbishment loan after they have completed the payment of the previous car refurbishing loan.

## **7.5 Bicycle / Motor Cycle Advance**

7.5.1 Subject to eligibility and the conditions defined below, the Agency shall give advance to confirmed staff to enable them  
Purchase a bicycle, or a motor – cycle.

## **7.6 Bicycle Advance**

7.6.1 An advance not exceeding N40, 000:00 for the purchase of a bicycle may be granted to confirmed employees of the Agency who are on GLs 01 – 03 repayable over 60 months @ 2% interest rate.

## **7.7 Motor Cycle Advance**

7.7.1 An advance not exceeding N120, 000:00 for the purchase of Motor – cycle may be granted to confirm employees who are on grade levels 04 – 07 repayable over 60 months@ 2% interest rate.

## **7.8 Repayment Of Bicycle/Motor Cycle Advance**

7.8.1 Repayment shall be through regular installments deducted from the staff salary. The Agency shall not advance money for the purchase of both bicycle and motorcycle simultaneously. No staff shall be granted another advance for the purchase of a bicycle or motorcycle.

## **7.9 Sale Of Vehicle/Hire Purchase**

7.9.1 No employee granted a loan by the Agency for refurbishing of a motor vehicle or purchase of motor cycle/bicycle shall enter into a hire purchase agreement or dispose it in any manner without the Agency's approval while repayment of the loan is not completed.

## **7.10 Death/Compulsory Retirement Of A Loan Beneficiary Due To ill Health**

7.10.1 When an employee is compulsorily retired on grounds of ill health, or dies before liquidating in full a loan for the purchase of bicycle/auto vehicle, the Agency shall waive the repayment of the balance of the loan.

#### 7.11 **If Employment Ceases For Any Other Reason**

7.11.1 If an employee to whom a loan has been granted ceases to be in employment of the Agency for any reason other than death or ill-health before completing his loan repayment, the full amount outstanding must be repaid, to the Agency immediately failing which, the Agency shall be empowered to impound the vehicle into safe custody pending the liquidation of the outstanding balance. Alternatively, the ex-staff shall be in a position to nominate a vendor to dispose of the vehicle or recover possession upon any payment of outstanding balance to the Agency. This option must be exercised within six months.

7.11.2 The Agency shall have the right to dispose of such vehicle at a reasonable price after six months period has elapsed, appropriate the outstanding loan and refund the balance to the staff.

#### 7.12 **Insurance Claims**

7.12.1 When a bicycle/motor cycle/motor vehicle purchased by means of a loan has not been fully repaid, the full amount outstanding must be repaid to the Agency immediately on the receipt of the insurance claims.

#### 7.13 **Vehicle Insurance**

7.13.1 All motor vehicles purchased with loans from the Agency must be comprehensively insured and a copy of the policy deposited with the Agency.

#### 7.14 **Car Loan/Car Refurbishing Loan Scheme**

7.14.1 Other information about the scheme can be found in the approved regulations, Conditions and Guidelines on vehicle/refurbishing loan scheme to be circularized to all eligible staff.

## 7.15 **Housing Loan Scheme**

7.15.1 The Agency shall develop and operate a staff Housing Loan scheme (Fund) to assist staff to purchase/build their own houses. Such loans shall attract 2% interest. Grant of such loans to eligible confirmed staff shall be at the discretion of the Management.

7.15.2 The maximum limit of the loan for any staff is 5 years salary over a period of 20 years at equal monthly deductions. In any case, the total deductions of all staff loans combined shall not exceed 50% of the staff's monthly salary and allowances. Any outstanding balance of the loan shall be deducted enbloc from the staff severance benefit.

## **Chapter Eight**

### **8 OPERATIONAL QUARTERS ACCOMMODATION**

#### **8.1 Rules**

- (i) The Agency shall be responsible for the allocation of quarters to deserving staff at the prevailing economic rate within their environment. All unquartered staff shall be eligible for housing allowance.
- (ii) Priority in allocation of quarters shall be given to staff whose duties necessitate their being available at any hour of the day or night irrespective of rank.
- (iii) Allocation of residential quarters shall be made to individual staff on the merit of their cases and by the Management on the advise of the staff quarters' allocation Committee.
- (iv) No employee shall be compelled to occupy staff quarters if he decides to make private arrangement for accommodation with the exemption of Airspace Managers for operational reasons.
- (v) An employee provided with staff quarters is prohibited from altering the structure of the quarters without the consent of the Management.

- (vi) Unless an employee occupying staff quarters indemnifies himself by reporting any deficiency or damage to the Management, it will be assumed that he received the quarters and all articles of furniture belonging thereto in good condition, and he will be liable for the cost of making good any defect or damage through neglect or carelessness discovered at the time of inventory.
- (viii) The Agency shall provide adequate security measures in all its staff quarters such as security guards on 24 hours basis.

## 8.2

### **Conditions For Occupation Of NAMA Operational Quarters**

- (i) It shall be a condition that an employee provided with quarters shall not sublet any part thereof or use the allocated quarters to take in a lodger or a paying guest. Any employee who fails to comply with this rule is guilty of gross misconduct and shall forfeit the allocation and be disciplined accordingly.
- (ii) An employee is entitled to retain the use of his quarters during his vacation leave unless he is expected to resume duty at a different station. The employee shall then vacate his quarters within three (3) months after the expiration of his leave.
- (iii) An employee shall not continue to occupy quarters beyond one month from the day he is **dismissed** from the service of the Agency.
- (iv) An employee shall not continue to occupy quarters beyond three months from the date he is **terminated** from the service of the Agency.
- (v) An employee shall not continue to occupy quarters beyond three months after the effective date of his **retirement**.

- (vi) The family of a deceased employee shall not continue to occupy quarters beyond twelve months after the **death** of the employee.
- (vii) An employee shall not continue to occupy quarters beyond one month after the date which his **resignation** takes effect.
- (viii) An employee provided with quarters shall be responsible for its upkeep and for the cleanliness of the quarters including the compound and domestic servants quarters.
- (ix) Occupants of staff quarters shall not engage in sundry commercial activities within the premises for the purposes of security.

### 8.3 **Rent Rules**

An officer shall be entitled to a rebate of 50% percent of the rent in respect of any period during which the accommodation with which he is provided by the Agency consist of;

- (a) Quarters shared with another officer, or with Other officers with the prior permission of the officer responsible for allocating quarters in the stations in which they are situate; or
  - (b) Quarters whether temporary, semi-permanent or permanent, which do not provide at least two living rooms for the exclusive use of the officer (for this purpose a bedroom is classified as a living room);
  - (c) Temporary quarters with or without furniture.
- 2 The Agency shall be responsible for the regular maintenance of all its quarters.

- 3 The Agency shall be responsible for the provision of regular water supply to all its quarters.
- 4 Staff shall be responsible for the payment of electricity Bills incurred in the quarters allocated to them.
5. Employee in NAMA quarters shall pay rent as may be determined by the Agency from time to time. The relevant circular in this respect shall be issued by Management as the need arises.
6. Operational quarters attached to Airspace Managers shall not attract rent.

#### **8.4 En-Bloc Payment of Housing Allowance**

8.4.1 The Management may pay housing allowance en-bloc on request to employees who have spent a minimum of five (5) years in service. However, staff that live in quarters are not entitled to en-bloc payment of housing allowance.

## **Chapter Nine**

### **9 STAFF WELFARE & INCENTIVES**

9.1 The following facilities shall be provided to staff by the Agency.

#### **9.2 Canteen**

9.2.1 The Agency shall provide canteen facilities in the Agency's locations where practicable. A Committee consisting of representatives of Unions and Management shall operate the canteen facilities.

#### **9.3 Staff Sport Club**

9.3.1 The Agency shall assist in establishing a staff club where staff could meet interact and exchange ideas outside official hours.

#### **9.4 Staff School**

9.4.1 The Agency shall establish staff school to cater for the education of employee's children.

### **9.5 TRANSPORT FACILITIES FOR SOCIAL ENGAGEMENT**

9.5.1 The Agency shall provide transport facilities to employees for social engagement on request.

#### **9.6 Awards**

##### **9.6.1 Meritorious & Long Service Award**

9.6.1.1 The award for meritorious service shall be given on the completion of 15,20,25,30, years and depending on good appraisal report. to qualify for such award. The reward to deserving staff shall be as follows:

- 15 years service 10% of Annual total emolument
- 20 years service 20% of Annual total emolument with 21 inches Colour TV
- 25 years service 25% of Annual total emoluments with Gas Cooker and Oven.
- 30 years service 30% of Annual total emoluments with a Big Deep Freezer or Lap Top Computer.
- 35 years service 35% of Annual total emoluments with Gold Wristwatch, and big deep freezer or Lap Top Computer.

9.6.1.2 In addition, a certificate of meritorious service and a commemorative plaque shall be issued. Where a staff is nominated for this award, the Agency shall, where necessary, be responsible for his/her transportation and accommodation **as well as guest of the recipient.**

**9.7 The Agency shall pay the Membership and subscription fees for Management staff on GL 14 and above to one approved Social Clubs**

## Chapter Ten

### 10 LEAVE AND LEAVE MATTERS

#### 10.1 Leave

10.1.1 An Employee of the Agency may be granted the following leave from duty viz: Annual leave, sick leave, maternity leave, casual leave, compassionate leave and leave of absence in accordance with the conditions specified in the sub-section below: in all cases other than sick leave, the employee must apply in writing to or through his Head of Department.

#### 10.2 Annual Leave

10.2.1 Leave will be granted annually to employees of the Agency for vacation and may be taken any time between January and December, according to the Departmental leave roster. All employees must take and exhaust their vacation within the calendar year in which such leave is earned and any period of vacation leave which is not so exhausted shall be observed before the end of the succeeding year. Considering however, that the maximum leave entitlement in a year is 30 Calendar days, all staff should have exhausted their entitlement of a calendar year before the 31<sup>st</sup> of December of the succeeding year.

#### 10.3 Leave Earning Period

10.3.1 The leave earning period shall be a complete calendar year that is the whole of the period from 1<sup>st</sup> January to 31<sup>st</sup> December inclusive in any one year.

The following leave duration shall apply to all employees:

Salary Grade Level

Leave Duration

GL. 08 – 17	30 calendar days
GL. 04 – 07	21 calendar days
GL. 01 – 03	14 calendar days

**10.4 Pro-Rata Leave**

- (i) Employees of the Agency who resign, retire or withdraw their services are eligible for their leave calculated on pro – rata basis.
  
- (ii) An employee in his initial year of service shall earn leave entitlement on pro-rata if he has completed six months in service. Leave in the first and last year of service shall be calculated on pro-rata basis as follows.

**10.5 Reckoner For Pro-Rata Leave Calculation**

Leave Earning Period	Leave in days		
	Pro-Rata 30 days Per Annum	21 days Per Annum	14 days Per Annum
	GL.08 & above	GL.04-07	GL.01-03
12 months	30	21	14
11 months	28	19	13
10 months	25	18	11
9 months	23	16	10
8 months	20	14	9
7 months	18	13	8
6 months	15	11	7
5 months	13	9	6
4 months	10	7	5
3 months	8	6	4
2 months	5	4	3
1 month	3	2	1

Any period of service less than 30 days is not reckonable for proportionate leave.

- (iii) An employee who has just returned from study leave/leave of absence shall be required to spend a minimum of six months on the job before he is qualified for annual leave.

## **10.6 Leave And Leave Allowance Due On Retirement**

10.6.1 When an employee is placed on normal or involuntary retirement he will normally be granted leave due to him calculated to the day of his retirement.

## **10.7 Leave And Leave Allowance Forfeiture**

10.7.1 An employee who resigns his appointment without proper notice will forfeit claims to leave and leave allowance.

## **10.8 Sick Leave**

- (i) An employee not being on leave from duty and who is absent from duty on the ground of ill – health must submit/forward an Excuse Duty or Light Duty, Authenticated by a Medical officer within 48 hours.
- (ii) An employee on vacation leave who is prevented from resuming duty at the expiration of his/her authorized leave by reason of ill-health duly certified by an approved Medical Officer may be granted an extension of leave which shall be treated as sick leave.
- (iii) Sick leave shall not be deducted from annual leave.
- (iii) An employee's record of sick leave shall be noted in his annual or periodic report and shall be taken into account when determining suitability for promotion.

## **10.9 Medical Examination**

10.9.1 The Agency shall require any employee who is absent on sick leave for more than 28 consecutive days to be examined by an approved medical officer.

## **10.10 MEDICAL BOARD**

10.10.1 A Medical Board is a Board established by the Management to examine cases of staff that have been on prolonged absence for over three months due to ill health. The Board shall also consider the cases of those who appear physically frail to continue in service and has neither attained the maximum length of service nor the age of retirement. Where a staff has been on sick leave for six (6) months consecutively or appear too old to perform his functions, he may be subjected to a Medical Board to determine the state of health of such staff or his continued employment in the Agency.

10.10.2 If report concerning illness in (9.3.1) above indicates that illness is due to employee's fault, his appointment shall be determined. If however, illness is of natural causes i.e. not due to his fault or misconduct, and there are reasonable chances of recovery, and returning to duty, the staff shall be granted further six consecutive months sick leave on full pay. He will, thereafter, be put on half pay for further period of six (6) months after which, if he still does not recover, his appointment will then be determined.

10.10.3 Where however, illness occurs in the course of employee's duty, he could be given twelve (12) months consecutive sick leave on full pay. He will thereafter be put on half pay for a further period of six (6) months at the expiration, of which he would be retired with full benefit if sickness persists.

## **10.11 Composition Of The Medical Board**

10.11.1 The Director of Human Resources shall constitute the Medical Board and it shall comprise of one representative from each Directorate of the Agency.

## 10.12 **Maternity Leave**

- (i) All female employees who are pregnant are entitled to 16 week maternity leave with full pay beginning not later than 4 weeks from the expected date of delivery (EDD). A Medical certificate, indicating the expected date of delivery must be presented not less than two months before that date. The annual leave for that year will however be regarded as part of the maternity leave. Where the annual leave has already been enjoyed before the grant of maternity leave, that portion of the maternity leave equivalent to the annual leave will be without pay.
- (ii) Female employees on probation who are certified medically as pregnant are also entitled to 16 week maternity leave provided they have been employed for not less than (6) months and shall be effective from the date of confinement and shall be without pay but that part of the leave equivalent to their annual leave will be with full pay.

## 10.13 **Time-Off For Nursing Mother**

10.13.1 A female employee who is nursing a child shall be granted an hour off duty at the commencement of the working hours and the last one hour before end of the working hours day. This facility shall be granted up to a maximum period of six (6) months from the date of delivery of the child.

## 10.14 **Casual Leave**

10.14.1 Casual Leave for seven (7) days may be granted an employee in any one year to attend to urgent domestic affairs. Except in cases of emergency, request for such leave should be made at least two days in advance. This shall be subject to maximum of seven (7) days in each year; anything in excess shall be deducted from annual leave.

10.14.2 Departmental Head may grant this leave and inform Personnel Department, which will communicate the approval to the employee.

10.15                    **Compassionate Leave**

10.15.1            Compassionate leave for a period not exceeding five (5) days at a time, and not more than twice in any calendar year may be granted in special circumstances to staff at the discretion of the Head of Department/Airspace Managers.

10.16                    **Examination Leave**

10.16.1            Leave to sit for approved examinations may be granted on full pay to a member of staff by the Head of Department who will inform the General Manager Human Resources accordingly for the staff to be released. This leave will not be deducted from annual leave. However, while applying for this leave, the employee must present a detailed timetable of the examination before such can be approved. The employee shall be released only on the day he has examination.

10.17                    **IN-SERVICE TRAINING AND STUDY LEAVE**

**10.17.1                    In-Service Training**

10.17.1.1        Subject to the general regulation governing conditions of appointment of staff, the terms on which in service training at the instance of the Agency will be granted as set below:

- (i) In-service Training may be granted to a confirmed employee of the Agency for the purpose of acquiring additional expertise in specific fields that are considered by Management to be relevant and essential to the functions and responsibilities of the Agency, provided the duration of the course is NOT more than 12 months; otherwise the excess period shall be regarded as study leave under rule 9.8.2 (v).

- (ii) Full salary with normal increments will be granted and such staff shall be eligible for notional promotion.
- (iii) A subsistence/fringe benefits, for local and overseas training courses as applicable under section 5.9 and 5.14.1 of these conditions of service will be applicable.
- (iv) Transport cost to the approved place of study in Nigeria, or for studies abroad, Air Ticket for class of travel as provided for under section, 5.15.4 (i.e Overseas Duty Travels) will be applicable. Where the period of study is more than 12 months, similar provision for passage shall be extended to his spouse and two (2) children at the Agency's expense as stipulated in section 5.15.3.
- (v) Warm Clothing Allowance shall be provided for those proceeding on Training Overseas in temperate conditions. This allowance shall be paid at the rate specified (as applicable) under "Overseas duty travel section 5.15.6 of these conditions of service.
- (vi) Tuition and examination fees, and actual travel and research expenses within reasonable limits, recommended by the supervisor and approved by the Agency shall be paid.
- (vii) Staff returning from overseas training lasting not less than one academic year shall be eligible to a maximum of N40,000.00 (Forty thousand Naira). This is to assist them in the clearance of their personal effect/luggage.

## 10.18

### **STUDY LEAVE**

- (i) An employee may be granted study leave by the Management with or without pay for the purpose of undertaking a course in NIGERIA or ABROAD, which is considered relevant to the functions of the employee and likely to enhance his value to the Agency, except that study

leave cannot be granted abroad for courses readily available in Nigeria.

- (ii) An employee who wishes to proceed for further studies but not at the instance of the Agency may apply through his Head of Department for study leave with or without pay. Each application shall be considered on its merit.
- (iii) If the recipient has been awarded a scholarship / bursary by the Government in respect of the relevant course of study and is approved by the Agency, such an employee may be released on study leave with pay provided the duration of the course is not more than two (2) years. Such leave granted under this sub-section will be treated for the purpose of calculating retiring benefits, as having been granted on grounds of public policy.
- (iv) Only confirmed staff who have put in three years of Service or more shall be allowed to benefit from study leave (without pay). While those who have served a minimum of five years shall enjoy the study leave with pay. Such staff must have good track record and must be hardworking and committed to their job. This must be provided through available dossier on the staff.
- (v) The maximum duration for study leave shall be five (5) years. For a study leave not exceeding three (3) years, only one (1) year of the period shall be granted with pay, while the remaining period will be without pay. For a study programme of four (4) years and above, only two (2) years of the period shall be granted with pay, while the remaining period shall be without pay.
- (vi) An employee on study leave seeking an extension must apply at least three (3) months in advance. Such extension must be supported by the appropriate authorities of the institution. There will be no change of Institution or

programme of study without the prior approval of the Agency. No application for a fresh course of study will be entertained thereafter.

- (ix) After returning from a course of study, an employee is required to complete the bond period before he can qualify to apply for further study leave. The decision to grant further leave in this case shall be at the discretion of the Management.

#### **10.19 Bonding Of Staff On In-Service Training And Approved Study Leave.**

- (i) Staff who are on the Agency's sponsored programme/study leave will be required to sign a BOND which would assure the Agency of their service at the end of the training/study leave period.
- (ii) All beneficiaries shall be required to complete a bond agreement form before formal letter granting approval is issued.
- (iii) Staff will be expected to complete serving their BOND before they can qualify for other sponsorship.
- (iv) The following schedule gives the period of study and corresponding indenture period that the employee is expected to serve as a result of the sponsorship or study leave.

#### **10.20 Study Period Bond Period (a) Less than 6 months No bond**

- |     |   |                 |
|-----|---|-----------------|
| (b) | 6 months to one year                          | One year        |
| (c) | More than one year up to two (2) years        | Two (2) years   |
| (d) | More than two (2) years up to three (3) years | Three (3) years |

(e) More than three (3) years                      Five years

(iv) In the case of "Bond Agreement" above, a defaulter shall be required to refund the total amount expended on him during the study leave/in-service training-sponsorship period plus 3% interest thereof (salaries inclusive where applicable).

10.21        **Authority For In Service Training/Study Leave**

10.21.1      In service training/study leave approvals in the Agency shall be made by the Managing Director/Chief Executive on the recommendation of the Director of Human Resources.

10.22        **Leave of Absence**

- (i)      Special leave of absence without pay may be granted to an employee on ground of public policy to enable him join his spouse on the following assignments/posting;
  - (a)      Foreign posting;
  - (b)      Political assignment/posting
  - (c)      To join spouse on course of instruction of not less than nine months duration abroad.
  - (d)      For technical aids programmes.
  - (e)      For spouse of Presidents, Vice-Presidents, Governors, Deputy Governors.
  
- (ii)      Leave of absence shall be automatic to officers on national assignment.
  
- (iii)      Employees on approved leave of absence shall be considered for notional promotion on this basis.

10.23        **Overstaying Of Leave**

10.23.1      An employee who at the expiration of his leave of absence from duty under this chapter fails to resume duty without reasonable excuse shall be regarded as absent from duty without authority and shall forfeit his salary for the period of absence, and in addition shall be subject to appropriate disciplinary action.



## Chapter Eleven

### 11 MEDICAL SERVICE

#### 11.1 Medical Services

11.1.1 Medical service will be provided free of charge by the Agency to all its employees, their spouse and maximum of four (4) children and one dependant who shall have been registered with the Agency, subject to prevailing regulations. Staff entitled to these benefits shall be required to produce two (2) passport size photographs of themselves, spouse, children and dependant (as specified) for identification in the medical department (clinic). Where drugs prescribed by an approved medical officer are not available and a staff is required to purchase such drugs by himself, refund shall be made by the Agency to the concerned staff.

11.1.2 Every person selected for appointment shall be required to present himself for medical examination. If the candidate is not physically fit for service he shall not be appointed.

11.1.3 The medical services provided by the Agency to its employees will include pre – natal/maternity expenses and surgical treatment.

#### 11.2 Dental Treatment

11.2.1 Dental treatment to be provided by the Agency shall not include gold fittings.

#### 11.3 Optical Treatment

11.3.1 The Agency shall pay for the cost of lenses and for a frame not costing more than N20,000:00. This provision is for all categories of staff.

#### 11.4 **Authorized Places of Treatment**

11.4.1 Staff are required to obtain medical treatment at the approved Health Management Organisation (HMO), Government hospitals and any other medical facility approved by the Agency's medical officer. The Agency shall not entertain any claims for reimbursement of expenses incurred in hospitals and clinic other than those so approved by the Agency's medical officer, except in extreme emergency cases.

#### 11.5 **Overseas Medical Treatment**

11.5.1 On approval by the Managing Director based on the recommendation by the Director of medical services and upon application by the staff through his Head of Department, a staff, his spouse, or child may be sponsored for medical treatment abroad (where no options exist in Nigeria) at the expense of the Agency. This facility will apply when the health of the patient is in great danger and in need of emergency treatment. Rules and Regulations of the Federal Government governing overseas medical treatment for staff in government commercialized companies and Parastatals shall apply.

## Chapter Twelve

### 12 STAFF PENSION SCHEME

12.1 The provisions of this chapter shall be subject to the various Pension Acts.

12.1.1 The Agency operates a staff pension, which covers all established staff. The conditions for qualifying for the pension scheme are as follows and as spelt out in the Pension Act.

### 12.2 Compulsory Retirement Age

12.2.1 The compulsory retirement age shall be 60 years or 35 years of service (whichever is earlier). However, on attaining the age of 50 years, a member of staff may opt for voluntary retirement given three months notice. The Agency may, however, at its discretion, waive the period of notice. Where an employee stays beyond the date he is expected to retire, all emoluments earned hereafter shall be deducted from the employee's retirement benefits.

### 12.2.2 Conditions for the Payment of Pension and Severance Benefits

Besides the compulsory retirement age of 60 years or 35 years in service, the Agency shall pay an employee who withdraws his service or voluntarily retires from service, severance benefits in accordance with the provisions of the this NAMA conditions of service and his pensions in line with the Pension Act 2004 and/or any amendments or circulars thereto.

### 12.3 A Member Of Staff May Be Paid Severance Benefits In Event Of The Following:

- (i) On retirement or withdrawal from the Agency's service after serving for 5 years or more except that the pension earned shall be paid by the respective PFA (Pension Fund Administrators)
- (ii) After a properly constituted medical board has pronounced that a member of staff is not suitable for service on health ground;

- (iii) If a member of staff is totally or permanently disabled while in the service of the Agency.
- (iv) On the abolition of an office. In addition to awards payable as computed, a compensation for redundancy and Severance benefits for premature retirement shall be paid having fulfilled requirements in (i) above.
- (v) If a member of staff is required to withdraw or retire from service of the Agency in the public interest.
- (vi) On compulsory retirement for the purpose of facilitating improvements in the Agency so that greater efficiency or economy may be attained subject to (i) above.
- (vii) A member of staff who has served for less than 10 years will be eligible for Severance benefits only at the rate provided in Table One under Rule 11.2.3.
- (viii) A member of staff who has served for 5 years shall be eligible to Severance benefits as listed below.

**12.4 Computation And Payment of Severance Benefits**

12.4.1 Upon cessation of employment of a staff, he shall be entitled to the payment of Severance benefits in accordance with the following schedule:

**Table One**

YEARS OF SEVERANCE BENEFITS AS % OF QUALIFYING FINAL TOTAL SERVICE	EMOLUMENT
5	100%
6	108%
7	116%
8	124%

9	132%
10	140%
11	148%
12	156%
13	164%
14	172%
15	180%
16	188%
17	196%
18	204%
19	212%
20	220%
21	228%
22	236%
23	244%
24	252%
25	260%
26	268%
27	276%
28	284%
29	292%
30	300%
31	308%
32	316%
33	324%
34	332%
35	340%

Any part of a year that is more than seven (7) months twelve (12) days shall for the purpose of this schedule be regarded as a complete year provided the staff has qualified for Severance benefits.

**12.5 Award Not Assignable Or Transferable**

12.5.1 A severance benefits awarded under these conditions shall not be assignable or transferable except for the purpose of satisfying debt to any Government in

the Federation or to an Authority/Institution declared as public service or representing any court order made against the employee.

**12.6 Forfeiture Of Pension**

12.6.1 Pension and severance benefit awarded under these conditions shall be regarded as the inalienable right of the staff concerned and shall under no circumstance, be withheld or reduced. But where a member of staff is dismissed from the service such dismissal shall result in the forfeiture of his retirement benefits.

**12.7 Pension And Severance Benefits On Abolition Of Office**

12.7.1 Where due to re-organization in the Agency, an office is abolished and the incumbent cannot be offered a suitable alternative post, and he is called upon to retire, the staff shall in addition to the appropriate severance benefit under (the relevant) table 1 and pensions in line with the provisions of the Pensions Act.

12.7.2 Where a member of staff required to retire in the above circumstances has not completed the minimum qualifying period of five (5) years for severance benefit and ten (10) years for pension, he shall be entitled to Redundancy benefits as contained in Rule 5.22.

**12.8 Incapacity Pension**

12.8.1 If a member of staff is incapacitated in the course of his employment without his own fault, he shall be granted pension in accordance with the Workmen’s Compensation Act at the following rates with effect from the date of his retirement.

**12.9 TABLE TWO**

**Incapacity Pension Payment**

<b>Degree of Incapacity</b>	<b>Incapacity Pension Payable</b>
A. 70% and above	30% of final pay at the date of injury
B 50% - 60%	15% of final pay at the date of injury
C 30% - 49%	10% of final pay at the date of injury

**12.10 Pension Guaranteed For Five Years After Death**

12.10.1 Where a member of staff died within five years after his retirement, his designated survivor or next-of-kin shall be paid the pension awarded to the deceased staff until the fifth (5<sup>th</sup>) year anniversary of the date of Retirement.

**12.11 Payment Of Benefit To Next-Of-Kin Of Missing Employees**

12.11.1 An employee shown not to have been heard of for Five (5) years by those, if any who, if he had been alive would naturally have heard of him, is presumed to be dead and as such his next of kin may be paid his death benefits after the 5<sup>th</sup> year of his disappearance and subject to confirmation by a Board of Enquiry set up by the Agency to look into the issue.

**12.12 Death Benefits**

12.12.1 Where an employee dies in service, the pension and severance benefit due to him shall be paid to his next of kin as contained in his record of service, in accordance with section 5 of the Pension Decree. On the death of such an employee, the next of kin representatives shall submit to the Management such evidence of death as:

- (i) Medical Certificate of cause of death
- (ii) Registrar's Death Certificate
- (iii) Coroner's Report/Police Report if death was as a result of accident; and
- (iv) Evidence of age if age was not previously admitted.

12.12.2 In addition to the death benefits the following expenses shall be paid to the designated next of kin.

12.12.3 Provision of free transport facilities on repatriation of personal effect of family of deceased staff or payment of transport allowance at the rate of N20.00 per kilometer per person for spouse, four (4) children and a dependant. In addition a load allowance at rate of N10 per kilometer per load subject to a maximum of 60 load pieces shall be given.

12.13 **BURIAL ASSISTANCE**

- (a) The Agency shall provide for the family of the deceased Staff as burial assistance the following:
  - (i) Transportation of corpse and members of the family to his home town or burial ground as may be required by the deceased family.
  - (ii) The amount specified below shall be paid as cost of embalmment and coffin to the family of the deceased staff
    - (a) GL. 01- GL.09 N250, 000.00
    - (b) GL. 10 – GL.15 N350,000.00
    - (c) GL.16 and above N500, 000.00
- (b) A lump sum of N50, 000.00 shall be paid as bereavement assistance to an employee who losses his/her spouse if the spouse is not a staff of the Agency.
- (c) A lump sum of N20, 000 shall be paid as bereavement assistance if a staff loses his mother or father on the submission of Death Certificate. Death of mother or father reported after 2 months shall not be accepted.

12.14 **Continuous Public Service**

12.14.1 For the purpose of computation and payment of terminal benefits under these Conditions of Service, it is only continuous and unbroken period of public service that shall be taken into account provided that any break in any employee’s public service, which has not been condoned, may be disregarded.

12.15 **Injury to Staff in the Cause of Official Duty**

12.15.1 Any staff that sustains injury in the cause of his duty shall be treated in accordance with the Workmen Compensation Act of 1974.

## **Chapter Thirteen**

### **13 MISCELLANEOUS**

#### **13.1 SECRECY AND SECURITY**

13.1.1 No employee shall whether during the continuation of his employment or thereafter divulge or make known directly or indirectly to any person whomsoever (other than to a fully authorized person) any of the Agency's business or any confidential information in connection with the Agency.

13.1.2 Every employee shall use his best endeavour to prevent the publication or disclosure of any such secrets or confidential information.

#### **13.2 IMPACT OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ON THE JOB**

13.2.1 Considering the current rapid Development in Information Technology, the Management shall ensure that staff are constantly trained and retrained in order to make them relevant to the activities of the Agency.

#### **13.3 REVIEW OF CONDITIONS OF SERVICE**

13.3.1 These terms and Conditions of Service shall be subject to review once in two (2) years. However the financial provisions may be subjected to review in twelve calendar months from implementation thereof.

## **AUTHENTICATION**

This Conditions of Service is a product of the collective agreement of the Trade Unions and the Management of the Agency.

Accordingly, this COS is signed by both parties as follows:

### TRADE UNIONS

### MANAGEMENT

- |   |                              |
|---|------------------------------|
| 1. ....<br><b>ATSSSAN PRESIDENT</b>       | .....<br><b>NAMA MD/CE</b>   |
| 2. ....<br><b>ATSSSAN GEN. SEC.</b>       | .....<br><b>NAMA DFA</b>     |
| 3. ....<br><b>ATSSSAN BRANCH CHAIRMAN</b> | .....<br><b>NAMA GM (HR)</b> |
| 4. ....<br><b>NUATE PRESIDENT</b>         |                              |
| 5. ....<br><b>NUATE GEN. SEC.</b>         |                              |
| 6. ....<br><b>NUATE BRANCH CHAIRMAN</b>   |                              |
| 7. ....<br><b>AUPCTRE PRESIDENT.</b>      |                              |

7. ....  
**AUPCTRE GEN. SEC**

8. ....  
**AUPCTRE BRANCH CHAIRMAN**