



AIR INDIA EXPRESS LIMITED

EMPLOYEES SERVICE REGULATIONS

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CHAPTER – I
PRELIMINARY

1. Introduction

These Regulations shall be known as the Air India Express Limited Employee's Service Regulations and define the conditions of service of the employees of the Company. They are based on a recognition of the fact that the Air Transport Industry by its very nature being Public Utility Service has to function in most cost efficient way round the clock and the customers service and satisfaction is the raison d'etre of the industry.

2. Commencement and Scope

- (i) These Regulations shall come into force from the date notified by the Company and shall apply to all employees of the Company; provided in that respect of permanent, fixed term contract, short term contract, trainees and apprentices. These Regulations shall also apply to employees on deputation from other Public Sector / State / Central Govt. except in so far as specifically excluded. The Chairman / Managing Director / Chief Executive Officer (CEO) may by order in writing, exclude or limit the application of any of these Regulations.
- (ii) Nothing contained in these Regulations shall have the effect of altering the terms of any contract of employment which may exist between the Company and any of its employee, or the provisions of any special law for the time being in force.

3. Gender and Number

In these Regulations, the words importing masculine gender shall include feminine gender and words importing singular number shall include plural number and vice versa.

4. Definitions

In these Regulations, unless the context otherwise requires;

- a) 'Appellate Authority' means the authority competent to hear appeals under the Regulation and specified accordingly.
- b) 'Appointing Authority' means authority empowered by the Chairman, Chief Executive Officer, Head of the Department or any other Officer authorized on behalf of the Appointing Authority to appoint an employee.
- c) 'Board' means the Board of Directors of the Company. The Board in relation to the exercise of powers, may constitute a Committee of the Board / Management or any Officers of the Company to exercise any of the powers delegated to it.
- d) 'Chairman and Managing Director' means the CMD of Air India Ltd.

- e) 'Chief Executive Officer' means Chief Executive Officer (CEO) of Air India Express Limited.
- f) 'Company' means the Air India Express Limited, registered under the Companies Act, 1956.
- g) 'Competent Authority' means in relation to exercise of any power, the Board of Directors of the Company, the Chairman and Managing Director, the Chief Executive Officer, Head of the Department or any other Officer specified in this behalf to whom power is delegated from time to time to discharge the function or use the powers specified in the regulation.
- h) 'Disciplinary Authority' means the Authority specified in the Service Regulation and competent to impose any of the penalties specified under the Regulation and / or any Officer so notified by the Chairman or Chief Executive Officer.
- i) 'Reviewing Authority' means an officer senior in rank above the Disciplinary Authority.
- j) 'Employee' means a person in the service of the Company. Employee may be classified into permanent or probationer or fixed term contract or Staff on deputation or short term contract or trainee or as apprentice.
- k) "Cockpit Crew" means Pilot including Co-Pilot.
- l) "Cabin Crew" means a crew member other than a Cockpit Crew member.
- m) "Ground Staff" means all staff other than Cockpit Crew and Cabin Crew.
- n) 'Family' in relation to an employee in these Regulations includes:
 - i) employee's legally wedded spouse, whether residing with employee or not, but does not include a wife or husband separated from the employee by order of competent court;
 - ii) children of the employee including legally adopted children, step-son, step-daughter of such employee, wholly dependent on the employee, but shall not include a child, adopted child and step child who is no longer in any way dependent on the employee or a child, whose custody the employee has been deprived of by or under any law; and
 - iii) dependent parents.
- o) 'Government' means the Government of India.
- p) 'Head of the Department' means any person appointed as such holding charge of a Department and any other Officer so designated by the Company for any specific purpose.

- q) 'Lien' means the title of an employee to hold substantively, either immediately or on termination of a period or periods of absence, a post to which he has been appointed substantively.
- r) 'Month' means the month according to the English Calendar.
- s) 'Pay' means the amount drawn monthly by the employee as:
- (i) Basic Pay or Basic Wages in the grade of the post held by him substantively or in an officiating capacity, or
 - (ii) Personal Pay granted to save an employee from loss of Basic Pay or on any other considerations, or
 - (iii) Any other emoluments, which may be classified as pay for specific purpose.
- t) 'Special Pay' means an addition to the nature of pay to the emoluments of a post or of an employee, granted in consideration of :-
- i) the specially arduous nature of duties:
 - ii) a specific addition to the work or responsibility
 - iii) other special grounds as determined from time to time by the Company.
- u) 'Temporary Transfer' means transfer for limited period not exceeding one year from the date of posting to the place of transfer.

5. Modification of Regulations

The Company reserves to itself the right to modify, cancel or amend any or all of these Regulations or Orders issued thereunder and to give effect from any date thereto which Company may deem fit.

6. Interpretation

The Company reserves to itself the right to interpret the meaning of these Regulations and any Supplementary Regulations or Orders issued thereunder and such interpretations shall be final and binding upon all employees.

7. Administrative Orders

The Company reserves to itself the right to issue Administrative Orders apart from these Regulations in order to give effect to the provisions of these Regulations and for matters not covered under these Regulations.

8. Classification of Employees

The Employees shall be classified as

- i) Permanent
- ii) Probationer
- iii) Fixed Term Contract
- iv) Staff on deputation
- v) Short Term Contract

- vi) Trainee
- vii) Apprentice

i) Permanent:

A permanent employee is an employee who has been confirmed in the vacancy in writing after the satisfactory completion of the prescribed probation period as per notification.

ii) Probationer:

A probationer means an employee who is provisionally employed on probation for a period of 6 months to fill a permanent / Fixed Term Contract vacancy.

iii) Fixed Term Contract

A Fixed Term Contract employee means an employee engaged on a specific term of contract for a specific fixed period after the satisfactory completion of the prescribed probation period as per notification.

iv) Staff on deputation

- a) A staff deputed from Air India Express to any Government / Air India / Any Subsidiary of Air India / any other Public Sector Company
- b) A staff deputed to Air India Express from any Government / Air India / Any Subsidiary of Air India / any other Public Sector Company

v) Short Term Contract

Short Term Contract employee means an employee whose services have been engaged for a specified period not exceeding twelve months at one instance.

vi) Trainee:

A trainee is a learner who is being trained for a job with or without payment of stipend as a remuneration during the period of training, which will in no way entitle him for regular appointment, and the period of training will not in any way be considered towards regular service for any purpose.

vii) Apprentice:

An apprentice is a learner appointed under the Apprentice (Amendment) Act, 2014.

CHAPTER II

APPOINTMENT/PROBATION ETC.

9. Medical Examination

- i) The appointment of every person in a permanent vacancy shall be subject to his being certified medically fit by the Company's Medical Officer or any other registered Medical Practitioner approved in this behalf by the Managing Director/ Chief Executive/Competent Authority, provided that the Managing Director/Chief Executive/Competent Authority may, for reasons to be recorded in writing, approve of an appointment notwithstanding the medical opinion expressed, if he is satisfied that the disability reported is not likely to affect the occupational suitability of the employee.
- ii) Every employee shall be subject to medical examination at such interval and in such manner as may be prescribed by the Managing Director/Chief Executive/Competent Authority. The Competent Authority may terminate the services of an employee who is found to be suffering from a communicable disease.

10. Personal Data

Every employee shall submit to the Competent Authority as may be specified, information regarding his age, qualification, address, previous service/experience, Community status, marital status, etc. in the prescribed form. It shall be obligatory on the employee to report any changes in the data so submitted to the Authority who had originally called for such information, or to the Department designated for the purpose. Suppression of any information or furnishing of wrong information with regard to the information to be provided in the Personal Data Form will result in the automatic termination of employment as the employment has been provided based on the information furnished by the employee in the Personal Data Form at the time of joining the Company.

11. Fidelity and Security Bonds

Where the Company deems it necessary, employees dealing with cash, stores or property of the Company may be called upon to furnish such security as may be prescribed either in cash or in the form of fidelity/security bonds.

12. Probationary Period

Every employee appointed or promoted to a permanent post shall be required to undergo probation for six months as the case may be provided that the stipulated period of probation may be reduced or extended for reasons to be communicated in writing, by the Competent Authority.

For the purposes of confirmation, increment and privilege leave, the period of probation shall be deemed to have commenced from the first day of the calendar month in cases where the employee joins duty on or before the 15th of that month and from the first day of the following calendar month in cases where the employee joins duty on or after 16th of that month.

13. Training

All employees are liable to undergo training for such period or periods as may be prescribed by the Competent Authority.

14. Provident Fund

An employee on completing such qualified service as may be laid down in this behalf, shall be required to subscribe to the Company's Provident Fund/Government's Provident Fund, provided that he may be wholly or partially precluded from so subscribing to the said Fund, if he is required to subscribe to any other superannuation or pension fund or a statutory fund; provided further that the Company may in its discretion, permit an employee employed on contract basis to become a member of the said Fund on such terms as the Company decide in each case.

CHAPTER III
SECURITY MEASURES

15. Liability for search etc.

- i) No employee shall enter or leave the Company's premises except on duty and by the gate or gates appointed for the purpose. It will be mandatory on the part of the employee to display his Identity Card while entering and remaining in the premises.
- ii) Search: All employees, while entering or leaving the premises of the Company which include aircraft or surface transport or airport premises which happens to be the workplace, will be liable for search by the Security staff or any other person authorized to conduct the search, acting without malice so as to prevent wrongful removal/possession of the property belonging to/entrusted to the Company or commission of any mischief or any subversive activity.
- iii) In case of entry into the aircraft or any other sensitive/ prohibitive area, search of the employee while entering or leaving the said aircraft or sensitive/prohibited area will be mandatory.
- iv) In case of female employees, physical search will be done only by a female employee or in the presence of male employee with her consent.
- v) Any seizure of property or any incriminating material shall be effected in the presence of a witness and duly recorded in writing and signed by the said witness.

16. Identity Card

- i) Every employee shall be issued with an Identity Card containing such particulars as may be prescribed from time to time. The cost of the photograph, where required shall be borne by the employee.
- ii) The Identity Card shall be displayed at all times while on duty and should be produced when required to any person authorized by the Company.
- iii) An employee reporting for duty without Identity Card is liable to be refused entry and shall be treated as absent
- iv) The loss of Identity Card shall be reported immediately to the concerned authority who would arrange a duplicate Identity Card on payment of such charges as may be laid down in this behalf. Failure to report the loss within a reasonable time shall render the employee liable for disciplinary action.
- v) On cessation of service from the Company and or during suspension pending enquiry, every employee shall deposit the Identity Card with the authority concerned and obtain a clearance to that effect. Failure to do so would entitle the Company to deduct such sum as may be prescribed while settling his account.

- vi) The Identity Card shall not be transferable and there shall be no tampering with the Identity Card.
- vii) All employees who wish to visit the premises of the Company outside their duty hours must obtain prior permission of the Competent Authority or any other Officer that may be specified on this behalf.
- viii) No items/property belonging to or entrusted to the Company shall be taken outside the premises of the Company without a gate pass. Gate passes will be issued by the Department Head/Sectional Head. Such articles shall be liable for inspection by any person authorized in this behalf.
- ix) In the case of ID card issued by Airport Security Police or any other agency for the purpose of entering premises or gaining access to aircraft while on duty only, the holder shall deposit such card immediately after the completion of duty.
- x) Prohibition on Visitors - No employee shall be allowed to meet any visitor in the Company's premises except with such prior permission as may be prescribed in this behalf.
- xi) Undesirable Elements - It shall be the duty of every employee to draw the attention of his sectional or departmental head or supervisor to the presence of undesirable elements on the Company's premises.
- xii) Co-operation with Security Staff - All employees shall cooperate with the Security Staff in the discharge of the latter's duties, including search, seizure of property, recording of statements, witnessing of Search and seizures and giving evidence based on facts before a Competent Authority.

CHAPTER IV
ATTENDANCE AND SHIFT WORKING

17. Registering of Attendance:

All employees shall comply with the Orders / instructions issued from time to time relating to the time of arrival and departure. Such orders may include the mode of recording attendance at the time of reporting for duty and while breaking off from duty.

18. Shift Working:

An employee shall be liable to work on shift / shifts as may be necessary, which shall change to such periods as may be specified by the Competent Authority. The employees shall not change shifts inter-se without the prior permission of the Competent Authority.

19. Duty Hours:

- i) The duty hours for each category of employees and for each shift shall be decided by the Competent Authority and displayed on the notice board. The hours of work are liable to be revised to meet the varying workload, arising out of requirements of work and better utilization of manpower and the employees shall adhere to such revised working hours as and when prescribed.
- ii) All employees shall comply with the orders issued from time to time relating to attendance, hours of work, shifts, change over, rest intervals or rest pauses and such other matters.
- iii) Meal intervals shall be availed by the employees to suit the requirements of flight operations and flight handling and any other related activities, wherever applicable.
- iv) On the approval of the Competent Authority, Employees as decided by the Management can perform their official duties from places away from the office/other locations including place of stay.

20. Overtime Allowance:

Any employee may be required by the Competent Authority to work overtime. The payment of overtime to the categories who are entitled to it shall be as per the applicable provisions of law or in accordance with such provisions as may be laid down by the Company from time to time.

21. Visit to Company Premises

Employees should refrain from bringing personal belongings in the Company Premises as far as possible. Any personal effects brought into the Company premises, should be declared at the Security Office or to the

Officer notified in this behalf and a Gate Pass obtained so that the same could be shown at the time of exit from the Company premises.

22. Penalty for absence after recording attendance:

All employees shall be at work at the time and place fixed and notified by the Company. An employee, who after recording his attendance, absents himself from his proper place or places of work during working hours without permission or without sufficient reason, will attract provisions of misconduct.

23. Late Attendance:

The salary of an employee is liable for deduction for late attendance beyond the allowed grace period of 15 minutes for 8 times in a month. Deduction will be made for every 30 minutes or part thereof up to 2 hours and more than 2 hours will be marked as half / full day absent. Habitual late attendance will constitute misconduct and render an employee liable for disciplinary action without prejudice to the non-payment of wages/salary for the late attendance.

CHAPTER V PAY AND ALLOWANCES

24. Determination of Scales of Pay, Allowances, etc:

The Company may determine the Scales of Pay, Allowances and other emoluments applicable to its employees from time to time as may be deemed necessary or desirable provided that Pay and Allowances of the Managing Director/Directors on the Board of the Company will be in accordance with the provisions of the Companies Act, 1956.

25. Pay and Allowances when effective:

The Pay and Allowances of an employee shall be effective from the date from which he joins the post to which he is appointed. If he joins the post before the rest interval, the pay and allowances shall be admissible from the same day and if after the rest interval, from the following day.

26. Fixation of Pay on promotion:

- i) On appointment to higher post, whether on a permanent or officiating basis, the basic pay of an employee in the lower grade, shall first be raised by one increment in the scale applicable to the higher post and then fixed at a corresponding stage in that scale, provided that:
 - a) If the pay so raised is below the minimum of the higher scale, the pay shall be fixed at the minimum.
 - b) If the pay so raised falls below the middle point between two stages, the fixation of pay in the higher scale shall be made at the nearest lower stage and the difference between the pay so fixed and the pay raised as above shall be allowed as Personal Pay to be absorbed in the next increment.
 - c) If the pay so raised falls at or above the middle point between two stages, the fixation in the higher scale shall be made at the next higher stage.
- ii) The increment by which the present Pay shall be raised under sub-Regulation (i) above, shall be the increment applicable to:
 - a) the corresponding stage in the higher scale if there is such a stage or
 - b) the nearest lower stage, if there is no such stage orthe initial stage, if the Pay in the lower scale is below the initial stage of the higher scale.
- iii) On revision to his substantive post, the employee appointed to officiate in a higher post shall be entitled to the pay which would have been admissible to him had he not been promoted.

27. Disbursement of Salaries:

- i) Pay and Allowances of all employees excepting casual employees will be disbursed monthly on such dates and in such manner as the officer authorized in this behalf, may notify from time to time.
- i i) Except as provided in Sub-Regulation (iii), no employee will be entitled to receive his Pay and Allowances in advance of such date.
- i i i) An employee proceeding on leave or tour, may, on the sanction of the Competent Authority, be paid in advance his pay and allowances for the month or months during which he is on leave or tour, if he is likely to be away from his headquarters on the date or dates appointed for disbursement of pay.
- i v) Where the services of an employee are terminated, his salary due to him and other dues, if any, shall be paid before the expiry of the second working day from day on which his services are terminated.

28. Increments:

- i) Increments are dependent on business conditions as well as conduct and ability of the employee and no increment within a grade accrues as of right or as a matter of course. The competent Authority may on positive grounds grant or for reasons to be recorded in writing, withhold an increment provided that no increment shall be withheld unless ; (a) the employee is informed in writing of the grounds on which it is proposed to withhold increment and (b) he has been given a reasonable opportunity of showing cause as to why his increment should not be withheld.
- i i) Where in a Pay Scale, an efficient bar is prescribed, the increment next beyond the bar shall not be granted without the specific sanction of the Competent Authority

29. Advance Increments:

In any case where an employee has shown outstanding merit or has displayed outstanding loyalty or devotion to duty, the Chairman or Chief Executive Officer of the Company may in his sole discretion, sanction to him advance increments as he may deem fit. In such a case, the Chairman or Chief Executive Officer will also indicate whether the dates of normal increments shall or shall not be affected.

30. Secondary Increments:

- i) Subject to general Conditions laid down in Regulation 28(1), and the provisions of Sub Regulation (ii), the employees of such categories as may be specified by the Company may be granted a secondary increment for every three years of service from the date on which they reach the maximum of the grade.

- i i) The rate of the secondary increment shall be the rate of the increment last drawn by them and the number of such increments shall not exceed three in any one grade.

**CHAPTER VI
LEAVE AND HOLIDAYS**

All types of leaves have to be applied for in advance. No type of leave can be claimed as a matter of right. All leave availed shall be at the sole discretion of the Competent Authority. The Authority empowered to grant leave may refuse or revoke leave according to the exigencies of the Company's work, but cannot alter the kind of leave due and applied for. An employee shall be allowed Casual Leave, Privilege Leave, Sick Leave, Compensatory Leave, Accident Leave, Maternity Leave, etc. whenever applicable, as provided hereunder.

31. General Conditions regarding Leave:

- i. All leave shall be applied for in writing in the prescribed procedure, manner or form addressed to the Competent Authority.
- ii. Saturdays, Sundays or Holidays intervening during the period of leave shall count as part of all types of leave.
- iii. If leave is refused, postponed, curtailed or revoked, reasons thereof shall be recorded in writing and communicated to the employee.
- iv. An employee desiring to extend the leave already granted to him shall apply for such extension well in advance of the expiry of the leave originally sanctioned so that the sanction for the leave or otherwise can be communicated before the expiry of the leave already granted. In normal circumstances, no such extension will be allowed.
- v. Permissible Leave Combination: The following combinations of leaves are permissible as per rules:

PERMISSIBLE	
1	PL + OFF
2	PL + SL + OFF
3	CL + SL
4	CL + OFF
5	CL + SL + OFF
6	SL + CL
7	SL + OFF
8	OFF + PL
9	OFF + CL
10	OFF + SL
11	OFF + SL + PL
12	OFF + PL + SL
13	OFF + CL + SL
14	OFF + SL + CL

- vi. Non- Permissible Leave Combination:

	NOT PERMISSIBLE
1	PL + CL
2	PL + C L + OFF
3	PL + CL + SL
4	PL + OFF + SL
5	CL + PL + OFF
6	CL + OFF + SL
7	SL + OFF + PL
8	SL + OFF + CL
9	OFF + CL + PL
10	OFF + PL + CL

32. Privilege Leave: [PL]

Staff on Fixed Term Contract and Permanent Staff:

- i) Privilege Leave (PL) to be credited only after an employee completes one year of service as per Contract date. An employee is entitled for PL with pay only if he / she has worked for a minimum of 240 days in a year.
- ii) In the case of all employees, PL will accrue on the 1st of April every year (Financial Year), for the previous financial year.
- iii) Fixed Term Contract Staff including Cabin Crew, Co Pilots and Trainee Captain and Security Staff are eligible for 21 days PL.
- iv) Commanders are eligible for 30 days of PL.
- v) PL shall be applied for a minimum of 4 days at one instance.
- vi) Grant of PL for less than 4 days is permitted if all other leaves have been exhausted and at the discretion of the Competent Authority.
- vii) Number of occasions of availing PL is restricted to 5 times in a financial year except for cockpit crew for whom this restriction shall be waived at the discretion of the Competent Authority in view of the nature of their duties.
- viii) Employees on Short Term Contracts, Customized Contracts, Contracts offered to Synthetic Flight Instructor (SFI), Trainee co-pilots and other Trainees are not eligible for PL.
- ix) Directly recruited newly joining experienced Commanders, Co-pilots and Tr. Captain are eligible to avail PL from date of joining during the first year of joining the Company. For experienced Commanders and Co Pilots, 50% days PL will be credited in advance in first half and balance 50% after six months of joining. For experienced Trainee Captains, 50% of PL can be availed on successful completion of training on issue of Fixed Term

Contract and balance after six months of completion of training. From second year onwards leave will be credited on completion of financial year.

- x) For the purpose of computing PL accrued to employees, any days of lay-off or any authorized leave with or without pay sanctioned by the Competent Authority or any Maternity Leave not exceeding admissible 180 days under the Maternity Benefits Act or by Company rules and the Earned Leave availed in the contract year shall be deemed to be the days on which an employee has worked for the purpose of computing 240 days.
- xi) If an employee has not, in any contract year, taken the whole of the PL allowed to him, any PL not taken by him shall be added to the PL to be allowed to him in the succeeding contract year.
- xii) Provided that the total number of days of PL that may be carried forward to the succeeding year shall not exceed 84 days in case of Fixed Term Contract employees. Permanent employees will be permitted to accumulate PL to a maximum of 180 days.
- xiii) PL balance will be allowed to carried forward at the end of the financial year. In case of Fixed Term Contract, on expiry of contract, only 21 days PL will be allowed to be carried forwarded to the new contract period, in the event a fresh Contract is offered. Balance PL will have to be encashed.
- xiv) PL to the extent available will be carried forward in case of a Co-Pilot becoming Tr. Captain.
- xv) The employee availing the Privilege Leave shall before proceeding on the leave, intimate the contact address while on leave. In the absence of intimating the contact address, any communication sent to the employee in the address on record with the Company shall be binding on him.
- xvi) Application for PL shall be submitted to the approving authority 15 days in advance for ground staff and 45 days in advance for Cockpit and Cabin Crew.
- xvii) Encashment of PL:
 - i) PL to the credit of an employee shall ordinarily lapse on the date of cessation of his contract period. Provided that:
 - a) The PL admissible to an employee on the date of completion of contract period or retirement or superannuation from the services of the Company may be encashed in lumpsum as one time settlement at the time of completion of contract period to an extent of 84 days in the case of Fixed Term Contract employees and to the extent of 180 days in the case of Permanent employees.
 - b) Commanders engaged on Post-retirement Fixed Term Contract (after the age of 58 years) shall be eligible for 30 days of PL per annum even during the Fixed Term Contract.

- c) In the case of the death of an employee who is either Permanent or on Fixed Term Contract, the legal heirs of the deceased employee may be paid the encashment amount of the PL standing to the credit of the deceased employee as on the date of his death.
 - d) No encashment is allowed in cases of termination, dismissal and removal from service as part of disciplinary proceedings.
- ii) An employee may be permitted to encash PL subject to following conditions, namely:
- a) The PL encashment amount shall be calculated on the basis of the employee's Basic Pay and DA;
 - b) the rate of encashment per day shall be calculated on the basis of the emoluments specified in condition (a) and drawn by an employee in the month preceding the month in which he applies for encashment;
 - c) no encashment of PL shall be permissible during the period of an employee's suspension from service;
 - d) the amount payable towards the PL encashment shall not be reckoned as pay for any purpose including Provident Fund contribution.
 - e) Provided that the Company may at any point of time having regard to its financial condition disallow encashment of PL for such duration as the Company thinks fit.

33. Casual Leave [CL]:

- i) CL to be accrued on 1st April of every year (Financial Year). For employees joining in the middle of the year, such employee shall be eligible for proportionate number of days of CL.
- ii) The different categories of Employees shall be eligible for CL with pay in a financial year as detailed below:
 - a) Permanent staff (Ground Staff and Commanders) - 10 days
 - b) Employee on Fixed Term Contract – 7 days
 - c) Employee on Short Term Contract -12 days
 - d) Trainee Captain, Tr. Co Pilot & Tr. Officer– 7 days on pro-rata basis
 - e) Trainee Cabin Crew- 4 days on pro-rata basis
 - f) Synthetic Flight Instructor (SFI)- Not eligible for CL
 - g) Employee on Customized Contract- As specified in the Contract.

- iii) CL shall not be accumulated nor shall it be combined with any type of paid leave. Not more than 3 days of CL will be sanctioned on any given occasion. CL standing to the credit of an employee shall lapse at the end of each financial year.

34. Sick Leave [SL]:

- i) Sick Leave to be accrued on 1st April of every year (Financial Year). For employees joining in the middle of the year, such employees shall be eligible for proportionate number of days of Sick Leave from date of joining.
- ii) An employee shall be eligible for Sick Leave with pay in a financial year. Sick Leave entitlements are as follows:
 - a) Permanent Employee - 10 days
 - b) Employee on Fixed Term Contract – 7 days
 - c) Trainee Captain, Tr. Co Pilot & Tr. Officers– 7 days on pro rata basis
 - d) Trainee Cabin Crew- 4 days on pro-rata basis
 - e) Synthetic Flight Instructor (SFI)- Not eligible for SL
 - f) Employee on Short Term Contract - Not eligible for SL
 - g) Employee on Customized Contract – As per Contract Terms
- iii) Rules with regard to carry forward of SL
 - a. Permanent employees will be permitted to accumulate SL to a maximum of 120 days.
 - b. Employee on Fixed Term Contract may forward SL to the succeeding year of the Contract up to maximum of 28 days.
 - c. SL of Trainees shall not be carried forward to the next year.
 - d. SL to the credit of Co- Pilot who are appointed as Tr. Captain shall be carried forward up to a maximum of 28 days.
 - e. A Trainee Co-Pilot will be eligible to carry forward balance of SL due to him on being appointed as Co-pilot, subject to maximum of 28 days.
- iv) SL, where applicable, for a period exceeding three days shall be supported by a Medical Certificate of the Company's Medical Officer or by any other registered Medical Practitioner which should be acceptable to the Competent Authority.
- v) An employee who has remained away from duty on grounds of sickness for a period of seven days or more, will be allowed to rejoin duties only upon issuance of certificate of fitness by the Medical Officer of the Company.

- vi) SL standing to the credit of an employee shall lapse at the end of the Contract period/retirement and cannot be encashed.

35. Maternity Leave [ML]:

A) MATERNITY LEAVE (ML) FOR FEMALE CREW – COCKPIT CREW & CABIN CREW

1. Immediately on detection of pregnancy, the Female Crew is required to present herself to the respective Air India Medical / Company Doctor at the respective station, along with a Certificate / Medical Reports from a Registered Medical Practitioner certifying the pregnancy.
2. The Air India Medical / Company Doctor / any other registered medical practitioners approved by the Company will confirm the Certification, which should be attached along with the written application for Maternity Leave and the same should be submitted to the Chief of Operations / Chief of HR./ the in-charge of Operations Department at the respective bases.
3. On certification by the Air India Medical Clinic/ Company Doctor/ Any other certified medical practitioner the Female Crew shall be kept off flying duties.
4. However, if she wishes to perform ground duties before proceeding on Maternity Leave ,she will be required to submit a written application for the same along with a Medical Certificate certifying her FITNESS for ground duty to the Chief of HR, which will be considered based on company requirement and her medical fitness report for performing such duty. While performing ground duties, she will be entitled only to the Fixed Emoluments, as applicable.
5. In case she does not wish to perform ground duties, she has to be away from work. In that case, she is required to exhaust all leave to her credit i.e. sick Leave and privilege Leave before proceeding on Maternity Leave. If she has no leave balance to her credit, the period of absence will be treated as “Leave Without Pay”, before proceeding to Maternity Leave.
6. No Female employee shall be entitled to maternity benefit unless she has actually worked in the establishment for a period of not less than 80 days in the twelve months immediately preceding the date of her expected delivery. The maximum period for which any employee with less than two surviving children shall be entitled to Maternity Benefit of twenty six weeks with full pay, of which , not more than eight weeks shall precede the date of her expected delivery.
7. The Female crew has to keep the office informed, in writing, of her date of delivery, supported by a Medical Certificate /copy of Hospital Discharge Card.
8. **NOTE: A maximum of 182 days only can be sanctioned as Maternity Leave.**
9. On expiry of Maternity Leave, the Female Crew will be required to report to the Air India Medical Clinic /Company Doctor for certification of FITNESS after delivery.

10. If the Female Crew does not report for duty on the expiry of Maternity Leave, she will be liable for appropriate disciplinary action in accordance with the law/Rules/Regulation /terms and conditions of her Fixed-Term Contact Employment , as the case may be.
11. Maximum period entitled to maternity benefit by a woman having two or more than two surviving children shall be twelve weeks of which not more than six weeks shall precede the date of her expected delivery.
12. In case of tubectomy operation, a female Crew, on production of Medical Certificate and related documents, shall be entitled to leave with wages at the rate of maternity benefit for a period of two weeks immediately following the date of her tubectomy operation.

B) MATERNITY LEAVE (ML) FOR FEMALE EMPLOYEES (OTHER THAN CREW)

1. At the time of applying of Maternity Leave, the Female Employee is required to submit Certificate / Medical Reports from a Registered Medical Practitioner, certifying the pregnancy.
2. The Air India Medical Clinic / Company Doctor/ a registered medical practitioner will confirm the certification, which should be attached along with the application for Maternity Leave and the same should be submitted to the Functional Head.
3. The Female employee has to keep the office informed , in writing , of her date of delivery, supported by a Medical Certificate /copy of Hospital Discharge Card.
4. No Female employee shall be entitled to maternity benefit unless she has actually worked in the establishment for a period of not less than 80 days in the twelve months immediately preceding the date of her expected delivery. The maximum period for which a female employee with less than two surviving children shall be entitled to Maternity Benefits of twenty six weeks with full pay, of which , not more than eight weeks shall precede the date of her expected delivery.
5. On expiry of Maternity Leave, the employee will be required to report to the Air India Medical Clinic/Company Doctor for certification of FITNESS after delivery.
6. If the Female Employee does not report for duty on the expiry of Maternity Leave, she will be liable for appropriate disciplinary action in accordance with the Law/Rules/Regulation/Term and conditions of Fixed-Term Contact Employment, as the case may be.
7. Maximum period entitled to maternity benefit by a women having two or more than two surviving children shall be twelve weeks of which not more than six weeks shall precede the date of her expected delivery.
8. In case of tubectomy operation, a female employee, on production of Medical Certificates and related documents, shall be entitled to leave with wages at the rate

of maternity benefit for a period of two weeks immediately following the date of her tubectomy operation.

36. Medical Termination of Pregnancy Leave:

A female employee will be eligible for Medical Termination of Pregnancy leave with full pay not exceeding six weeks (42 days) (irrespective of the number of surviving children), in case of miscarriage of pregnancy or medical termination of pregnancy on production of medical certificate acceptable to the Company's Medical Officer. A female employee shall however be entitled for leave under this Regulation only if the miscarriage or medical termination of pregnancy has occurred after the 12th week of pregnancy and before 28th week.

However, in case of flying crew, crew shall resume flying duties only after forty two days have lapsed from the last date of leave so granted, or upon being issued certificate of fitness by the Company's Medical Officer to resume flying duties, whichever is later.

In case of miscarriage of pregnancy after the 28th week, a female employee would be entitled to Maternity Leave as provided for in the Regulation 35.

37. Paternity Leave:

A male employee with less than two surviving children may be granted Paternity Leave for a period of fifteen days from the date of delivery of the child. The medical Certificate pertaining to the delivery should be submitted for record along with the leave application to HR Department through respective department head. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity leave may be combined with any other kind of leave and should be availed together. This leave should be availed within 6 months from date of delivery.

Paternity Leave is not applicable to employees under category of Trainee, Two Weeks On & Two Weeks Off Pilots, SFI & Short-Term Contract staff or for any such customized contracts.

38. Compensatory Leave

Only employees below the rank of Officers are eligible for Compensatory Leave. This is in lieu of those staff who have worked on weekly off, Night Off, National and festival holidays as per the instruction of the reporting officer. The Compensatory leave should be availed within two months from the date of the respective holiday.

A Compensatory leave can be combined with a Holiday or any type of leave.

Compensatory leave is not permitted for Cockpit/Cabin Crew/Trainee/Staff of rank of officers & above. No monetary compensation is allowed. All the application for availing Compensatory off should be supported by the approval of the concerned Reporting Officer.

39. Accident Leave [AL]

An employee sustaining an injury caused by an accident arising out of and in the course of his employment, or by illness contacted:

- During the course and in consequence of the due performance of the duties assigned to him, or
- In the performance of any particular duty which has the effect of increasing his liability to illness beyond the ordinary risk of attending the normal duties assigned to him,

may on the production of a medical certificate in the prescribed form be granted up to a maximum of 90 days. During the period of leave granted the employee shall be entitled to the full pay.

The grant of this leave is subject to the condition that the accident or illness is not due to the employees negligence or default and that the employee obeys all the instructions given by the approved medical authority as to treatment during the period of absence and that only when the injury or the occupational disease is reported within 48 hours of the occurrence by the employee.

40. Quarantine Leave [QL]

- (1) This leave is leave of absence from duty necessitated by presence of infectious disease caused due to virus or bacteria, in the family or household of an employee.
- (2) An employee may, on production of a quarantine certificate issued by the State or Central Government or Municipal Medical Authority or Medical Officer of the Company, be granted Quarantine Leave with pay for a period not exceeding 15 days.
- (3) Quarantine Leave is to be granted in cases of cholera, small pox, chicken pox, typhoid, plague, diphtheria, typhus fever and cerebrospinal meningitis and Measles.
- (4) In case of pandemic and epidemic situation, the number of days as declared by the Government will be applicable.

41. Loss of Pay [LOP]

If any employee has exhausted all his eligible leave and no leave is pending to employees' credit of leave, he/she can apply for LOP leave. The request for LOP to be submitted to CEO through the concerned Department Heads. This LOP leave will not affect their renewal of Contracts or annual increment.

If the employee is not regularizing his leave within a time frame, that will be treated as ABSENT.

42. Block Leave for Cabin Crew [BL]

- i) On satisfactory completion of the initial contract period with Company and on subsequent issuance of fresh contract, cabin crew will be entitled for Block leaves. Accordingly, a cabin crew as on the date of commencement of the second fresh contract will be credited with 10 days BL per year as per the contract period.
- ii) There is no provision of advance or advance pro rata BL.
- iii) BL is given only on completion of initial contract period and subsequently when a fresh contract is issued to a cabin crew.

iv) Carry forward of BL within the contract period is permitted upto 50 days maximum, but should be availed before the completion of respective contract period.

v) Any unavailed BL after the expiry of the contract period, shall stand lapsed and cannot be encashed either in whole or in part.

vi) BL may be availed upto a maximum of 3 occasions in a year and can be combined with any kind of leave.

vii) The period of BL may not be less than 5 days at one instance including offs and holidays.

viii) Application for Block leave shall be submitted to the approving authority 45 days in advance.

43. National / Festival Holidays:

In case of Ground staff 26th January, 15th August, 2nd October, 1st May and 14th April will be observed as National Holidays. In addition to above National Holidays, employees will be allowed Festival Holidays not exceeding 10 days in a Calendar Year from among the festival holidays notified by the Competent Authority every year. A list of festival holidays will be published before the commencement of each calendar year or as soon as practicable after the commencement of the Calendar year.

Holidays falling on Saturdays or Sundays or on other holidays will be given another holiday as substitute off.

44. Emoluments during Leave:

Except as otherwise expressly provided in any of these Regulations, an employee shall, during the period of his leave with pay be eligible for drawing such allowances, in addition to his pay, as the Company may prescribe from time to time.

CHAPTER VII TRANSFERS & TOURS

45. Liability for transfers etc:

An employee is liable to be transferred from one station/base to another and/or deployed from one post, department or station to another provided that his grade and continuity of service are not adversely affected by such transfers.

46. Joining Time

- i) Subject to the provisions hereinafter contained, an employee on transfer from one station to another shall be normally allowed joining time as follows:
 - a) 5 days in the case of a permanent transfer;
 - b) 3 days in the case of a temporary transfer;

Note: (i). Posting of an employee from one station to another for any purpose for a period not exceeding 30 days will not be treated as temporary transfer for the purpose of this Regulation.

(ii). Transfer leave application is to be submitted to respective Head of Departments and got sanctioned well in advance prior to reporting to the new station.

- ii) The joining time admissible as above, shall be inclusive of days involved in the journey and of intervening Saturdays, Sundays and Holidays. To be availed within one month of transfer. The unavailed transfer leave shall lapse after one month.
- iii) However, in the case of temporary transfers made with immediate effect, the employee concerned may be required to proceed immediately to the station of posting in which case he will be allowed to return to his permanent station not earlier than 15 days from the date of his joining at the station of posting and shall thereafter be given off in lieu of the joining time due.
- iv) No joining time will normally be admissible to an employee at the end of his temporary transfer. The Competent Authority may, however, with due regard to the period of temporary transfer, allow joining time not exceeding 3 days as mentioned under Sub-Regulation(i) to enable him to rejoin his permanent station.
- v) During joining time, the employee will not normally be required to attend to official duties but the Competent Authority may, in the exigencies of work, recall him to duty in which case the period of joining time shall be extended correspondingly.
- vi) During the joining time, the employee will be entitled to the pay and allowances of the post from which he is transferred.

47. Tours:

An employee shall be deemed to be on tour if he is required to proceed on duty to a place outside the radius of 50 miles from his Headquarters.

48. Class of Travel:

An employee on transfer or on tour and his family where permitted shall travel by air, sea, rail or road as may be required by the Competent Authority. The class in which he can travel where more than one is available would be as notified by the Company.

49. Allowances:

An employee on transfer or on tour as the case may be shall be entitled to such travelling and other allowances as the Company may lay down from time to time.

50. On Duty Travel Rules

Staff on Duty [SOD] Travel will be at the discretion of the Department Heads. Staff shall be allowed to travel from one station to another station for official purpose as decided by the Concerned Department heads.

It will be the responsibility of the Concerned Department Heads to send the staff for any official purpose.

Food expenses to be taken by the employee at employees' cost. To cater to this, employee will be paid the Per Day allowances, as determined by the Competent Authority.

Those employees using the service provider for the transport are not entitled for claiming the travel expenses.

Those employees who are not using the service provider for the transport and using other transport / other expenditure shall submit a statement of claim to finance department through the approval from the concerned Department Heads. The claim form should contain :

1. Claim form duly signed by the employee and the Department Heads
2. Authority letter from the Department Head
3. All the supporting bills to be attached along with the Claim form.

All the SOD travels/HOTAC arrangements and travel reimbursements will be on the basis of Office Order/Circular issued by the Competent Authority from time to time.

CHAPTER VIII CODE OF CONDUCT

51. General Conduct:

Every full-time employee of the Company shall be at the disposal of the Company for full time and shall serve in such capacity and at such place as he may from time to time be directed. No fulltime employee shall engage himself in any other business or employment except canvassing for the business of the Company either on payment or on honorary basis. Every employee shall at all times maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credit and prestige of the Company, and do nothing which is unbecoming of an employee of the Company.

The following conducts on the part of the employee will be deemed to be not conducive to the best interests, credit and prestige of the Company:

- a) Conduct which is likely to interfere with the safety of the Operations of the Company.
- b) Conduct due to which the Company has been put to loss in awarding contracts during the course of the regular transaction of Company's business.
- c) Conduct due to which continued presence of the employee in the Company will be a security risk and which is likely to prejudicially affect the image of the Company.
- d) Conduct of the employee directly and/or indirectly giving defamatory, false and adverse publicity to the Company or any of its employees/ using company name or employee designation in the press/T.V., Radio or any other social media platforms.

52. Employment of near relatives of the employees of the Company in any company or firm enjoying patronage of the Company.

- (i) No employee shall use his position or influence directly or indirectly to secure employment in the Company for any person related, whether by blood or marriage to his spouse, whether such person is dependent on the employee or not.
- (ii) No employee shall, except with the previous sanction of the Competent Authority permit his son, daughter or any member of the family to accept employment with any company or firm with which he has official dealings, or with any company or firm, having official dealings with the Company.

Provided that where the acceptance of the employment cannot await the prior permission of the Competent Authority the employment may be accepted provisionally subject to the permission of the Competent Authority, to whom the matter shall be reported forthwith.

- (iii) No employee shall in the discharge of his official duties, deal with any matter or give or sanction any contract to any company or firm or any other person if any member of his family is employed for any consideration in that company or firm or under that person

or if he or any member of his family is interested in such matter or contract in any other manner and the employee shall refer every such matter or contract to his superior and the matter or the contract shall thereafter be disposed off according to the instructions of the authority to whom the reference is made.

53. Demonstrations & Strike:

No employee shall engage himself or participate in any demonstration and strike which is prejudicial to the interests of the sovereignty and integrity of India, the security of the State, friendly relations with foreign states, public order, decency or Morality or which involves contempt of Court, defamation or incitement to an offence.

54. Connection with Press, Radio or TV:

i) No employee of the Company shall, except with the previous written sanction of the Competent Authority, own wholly or in part or conduct or participate in the editing or management of, any newspaper or other periodical publication, or appear in T.V. or radio or any other social media platform or paper involving any publicity of himself or of the company, without the prior written permission of the Competent Authority.

ii) No employee of the Company shall except with the previous sanction of the Competent Authority or the prescribed authority or in the bonafide discharge of his duties, participate in a radio/T.V. broadcast or any other social media platform or contribute any article or write any letter either in his own name or anonymously, pseudonymously, or in the name of any other person to any newspaper or periodical, Radio/T.V./social media platform.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific nature, not touching directly or indirectly the affairs of the company.

55. Political Activities, etc.

No employee shall be a member of or be otherwise associated with any political party or any organization which takes part in any politics, nor shall take part in, subscribe in aid of or assist in any other manner any political movement or activity. The employee shall be liable to be dealt with disciplinary action at the sole discretion of the Competent Authority.

56. Joining of Association:

No employee shall join or continue to be a member of an association the objects or activities of which are prejudicial to the interests of the company, sovereignty and/or integrity of India or public order or morality.

57. Criticism of Government and the Company

No employee shall, in any radio/T.V. broadcast/ or any other social media platform or on any document published under his name or in the name of any other person or in communications to the press or in any public utterances, make any statement:

a) which has the effect of adverse criticism of any policy or action of the Central or State Governments, or of the Company; or

b) which is capable of embarrassing the relations between the Company and the public.

Provided that nothing in these rules shall apply to any statement made or views expressed by an employee, of purely factual nature which are not considered to be of a confidential nature, in his official capacity or in due performance of the duties assigned to him.

58. Vindication of Official Acts:

No employee shall, except with the previous sanction of the Competent Authority, have recourse to any Court or to the press or any other social media platform for vindication of any official act which has been subject of adverse criticism or an attack of defamatory character:

59. Evidence before Committee or any other Authority:

(i) Save as provided in sub regulation (iii) below, no employee of the Company shall, except with the previous sanction of the Competent Authority give evidence in connection with any enquiry conducted by any person, committee or authority.

(ii) Where any sanction has been accorded under sub-regulation (i), no employee giving such evidence shall criticize the policy or any action of the Central Government or of a State Government, or of the Company.

(iii) Nothing in this rule shall apply to :

(a) evidence given at any enquiry before an Authority appointed by the Government, Parliament or a State Legislature or any Company;

(b) evidence given in any judicial authority; or

(c) evidence given at any departmental enquiry ordered by the competent authority.

60. Unauthorised communication of information :

No employee shall except in accordance with any general or specific order of the Company or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly an official document or any part thereof to any officer or other employee, or any other person to whom he is not authorized to communicate such document or information.

61. Gifts:

i) Save as otherwise provided in these rules, no employee of the Company shall accept or permit any member of his family or any person acting on his behalf, to accept any gifts.

Explanation : The expression “gifts” shall include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

Note :An employee of the Company shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with him.

62. Giving or taking of dowry :

No employee of the Company shall –

i) give or take or abet the giving or taking of dowry; or

ii) demand, directly or indirectly, from the parents or guardian of a bride or bridegroom as the case may be any dowry.

Explanation : For the purposes of this rule “dowry” has the same meaning as in Dowry Prohibition Act, 1961 (28 of 1961).

63. Private trade or Employment :

i) No employee of the Company shall take any employment in addition to his job in the establishment which may affect the interest of the Company, except with the previous sanction of the Competent Authority, engage directly or indirectly in any private trade or business or undertake any other employment;

Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.

ii) Every employee of the Company shall report to the Competent Authority if any member of his family is engaged in a trade or business or owns or manages an Insurance Agency or Commission Agency.

64. No employee of the Company shall, without the previous sanction of the Competent Authority except in the discharging of his official duties, take part in the registration, promotion or management of any bank or society or other Company which is required to be registered under the Companies Act, 1956 (I of 1956) or other law for the time being in force or any co-operative society for commercial purposes;

Provided that an employee of the Company may take part in the registration, promotion or management of a consumer/House Building Co-operative Society substantially for the benefit of employees of the Company registered under the Co-operative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1960 (21 of 1860) or any corresponding law in force, after taking prior written permission from the Competent Authority.

65. No employee of the Company may accept any fee or any pecuniary advantage for any work done by him for any public body or any private person without the prior written sanction of the competent authority.

66. Investing, Lending and Borrowing :

No employee shall save and except in the ordinary course of business with a Bank, the Life Insurance Corporation or a firm of standing, borrow money from or lend money to or otherwise place himself under pecuniary obligation to any person with whom he has or is likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in his name or for his benefit or for the benefit of any member of his family.

67. Insolvency and Habitual Indebtedness :

- i) An employee of the Company shall avoid habitual indebtedness unless he/she proves that such indebtedness or insolvency is the result of circumstances beyond his control and does not proceed from extravagance or dissipation.
- ii) An employee of the Company who applies to be or is adjudged or declared insolvent shall forthwith report the fact to his competent authority.
- iii) No employee shall default repayment schedules undertaken by him and/or allow his cheques being returned for want of funds, thus become a defaulter in repayment of any debt incurred.

68. Movable, immovable and valuable property :

- i) Every Employee shall, on his first appointment in the Company, and thereafter (only in case of officer/executive of the level of Deputy Manager or equivalent and above), annually by 31st of January of the year following, submit a return of assets and liabilities in the prescribed form giving the full particulars regarding immovable property inherited by him or owned or acquired or disposed by him or held by him, on lease, mortgage either in his own name or in the name of his spouse / minor children.
- ii) All Employees shall within one month from the date of transaction, report to the company all such transactions of movable property, in case the value of which is more than his three months's salary (i.e. Basic pay + DA) or exceeds such limits as may be prescribed from time to time.
- iii) The competent authority may, at any time, by general or special order require an employee to submit within a period specified in the order a full and complete statement of such movable or immovable property held or acquired/disposed off by him or on his behalf or by any member of his family as may be specified in the order. Such statement shall, if so required by the Competent Authority, include details of the means by which or the source from which such property was acquired.

69. Canvassing of non official or other Influence :

No employee shall bring or attempt to bring any outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service in the Company.

70. Restriction regarding marriage:

No employee who has a wife living shall enter into, or contract another marriage without previous sanction of the Competent Authority notwithstanding that such subsequent marriage is permissible under the Personal Law for the time being applicable to him. Likewise, no female employee of the Company shall marry during the life time of her husband, without obtaining such previous written permission from the Competent Authority. The employee who has married or marries a person other than that of Indian nationality, shall forthwith intimate the fact to his Company through HR Department.

71. Residential Address of an Employee

An employee shall notify the Company immediately on engagement the details of his permanent and present residential address and thereafter promptly communicate to his Company through HR Department any change in his residential address. In case the employee has not communicated the change in his residential address, his last known address shall be treated by the Company as his residential address for sending any communication.

72. Consumption of intoxicating drinks and drugs

Employee shall not be under influence of any intoxicating drink or drug during the course of his duty and shall also take due care that the performance of his duties at any time is not affected in any way by the influence of such drink or drug; refrain from consuming any intoxicating drink or drug in the company premises.

73. Record of Age

i) Every employee shall indicate his exact date of birth to the Company or to the officer authorized in this behalf at the time of entering into the service of the Company. The officer authorized by the Company in this behalf before, the date of birth of an employee is entered in his service record, require him to supply:

a) His Matriculation or School Leaving Certificate granted by the Board of Secondary Education or similar educational authority.

OR

b) A certified copy of his date of birth as recorded in the Registers of a Municipality, local authority or Panchayat or Registrar of Births.

c) The date of birth of an employee once entered in the service record of establishment, shall be the sole evidence of his age in relation to all matters pertaining to his service including fixation of date of his retirement from the service of the Company. All formalities regarding recording of date of birth shall be finalized within 3 months of the appointment of the employee. Thereafter, the date of birth issue is deemed to have been closed unless any allegation of fraud is made out by any party.

CHAPTER IX
DISCIPLINE RULES

Air India Express Ltd. has a vital role to play in the day to day life of common man as well as the nation. This necessitates a high standard of discipline and commitment from our employees. Being a service organization, all employees are under a legal obligation not to do anything that will affect the smooth operation of the organization.

Disciplinary Authority for initiating Disciplinary Action:

Table No. 1

Category of Employees	Disciplinary Authority for Initiating Disciplinary Actions
All Employees up to the grade of Officer, Trainee Co-Pilots and all grades of Cabin Crew.	Dy Manager IR / Manager IR
All Employees up to the grade of Sr. Manager, Co-pilots and Trainee Captains.	Dy. Chief of HR / Dy. Chief of HR IR
All Employees up to the grade of Deputy Chief of Departments and Captains.	Chief of HR
For Department Heads	Chief Executive Officer

Disciplinary Authority for awarding punishment is as follows:

Table No. 2

Category of Employees	Disciplinary Authority for Awarding Punishment
All Employees up to the grade of Deputy Chief of Departments and all Operating Crew.	Chief of HR
For Department Heads	Chief Executive Officer

74. Misconduct:

Any breach of these Regulations shall be deemed to constitute a 'misconduct' as provided hereinafter. Without prejudice to the generality of the term "Misconduct" the following acts of omission and commission shall be treated as misconduct:

- a. Theft, fraud or dishonesty in connection with the business or property of the Company or of property of another person/employee within the premises of the Company or of the property entrusted to the Company including registered baggage, cargo, and/or diversion of the business of the Company for any reason, to the detrimental interest of the Company.
- b. Taking or giving bribes or any illegal gratification;
- c. Possession of pecuniary resources or property disproportionate to the known source of income by the employee or on his behalf by another person which the employee cannot satisfactorily account for.
- d. Furnishing false information, suppressing information, regarding name, age, nationality, family details, qualifications, community status, marital status, ability or previous service or conviction by any court for any criminal offence during the course of employment or any other matter germane to the employment at the time of employment or during the course of employment.
- e. Acting in a manner prejudicial to the interests of the Company
- f. Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of employee's superior.
- g. Habitual absence without leave or absence without leave for more than 8 consecutive days or over-staying the sanctioned leave without sufficient grounds or proper or satisfactory explanation.
- h. Habitual late or irregular attendance.
- i. Neglect of work, habitual neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- j. Willful damage to work in process or to any property of the Company.
- k. Interference or tampering with any safety devices installed in or about the premises of the Company.
- l. Drunkenness or riotous or disorderly or indecent behaviour in the premises of the Company or outside such premises where such behaviour is related to or connected with the employment.
- m. Gambling within the premises of the Company either during working hours or during off duty.
- n. Smoking within the premises of the establishment where it is prohibited.
- o. Collection of any money without the prior permission of the Competent Authority within the premises of the Company except as sanctioned by any law for the time being in force or rules of the Company.
- p. Sleeping or neglect while on duty.
- q. Commission of any act which amounts to criminal offence including moral turpitude.

- r. Absence from the employee's appointed place of work without permission or sufficient cause.
- s. Purchasing properties, machinery, stores, etc. for/from the Company for a pecuniary gain, without express permission in writing from the Competent Authority.
- t. Commission of any act subversive of discipline or of good behaviour.
- u. Participation in an illegal strike or abetting, inciting, or going on, instigating or acting in furtherance thereof or any form of concerted action such as pendown strikes, tool down strike, work to rule, sit down strike, and proceeding on mass casual leave in contravention of provisions of any law or rule having the force of law.
- v. Accepting of gifts from Subordinate employees.
- w. Lending to or borrowing money from employees of the Company which gives rise to a presumption that it is done with the object of private trading or a pecuniary gain.
- x. Breach of any law, rules, regulations or order applicable to the Establishment.
- y. Possession of any lethal weapon or instrument within the premises of the Company, except those instruments required for the discharge of duties or which are provided by the Company.
- z. Speculation
- aa. Insolvency
- bb. Carrying on or engaging in any business or trade within the premises of the establishment, or elsewhere without the prior permission from the Competent Authority.
- cc. Organising, attending or holding any meeting or taking out procession inside the premises of the Company/Work place without previous permission of the Competent Authority.
- dd. Distribution or exhibition of any bulletins, newspaper, handbills, pamphlets or posters in the premises of the Company or at the work place without the previous sanction of the Competent Authority.
- ee. Disclosing to any unauthorized person of information relating to the Company business or security measures or communicating directly or indirectly to any outside agency any document or information which has come into his possession or of which he has secured knowledge in the course of his official duties unless expressly permitted in writing by the Competent Authority.
- ff. Failure on the part of the employee to present himself to the medical officer for periodical check up when so directed.
- gg. Willfully making statements which are or which are known to be false or misrepresentation of facts , etc.

- hh. Interfering or tampering with the official records, attendance registers, documents, identity cards, etc. pertaining to himself or any other employee.
- ii. Smuggling, aiding or being concerned in anyway in smuggling or carrying currencies and or instruments of exchange or any other contraband items , in contravention of any rules or regulations or Government Orders, covering Customs Act, rules, Narcotic Acts, rules, Airport Authority rules, immigration laws and rules.
- jj. Unlawfully dealing in foreign exchange.
- kk. Wearing unauthorized badges/signs or distributing within the premises any articles/papers without prior permission of the Competent Authority.
- ll. Incivility to customers, visitors, superiors.
- mm. Failure to deposit any article found in the Company's premises which is listed or unclaimed or not by any customer/passenger, or public in the manner prescribed by the Company.
- nn. Willful damage to or loss of employer's goods or property entrusted to the Company.
- oo. Assault, threatening and/or abusing the superiors and /or the co-employees in a bad language or quarrelling with the superiors and/or with the co-employees of the Company or any public at large during the course of the duty.
- pp. Preaching of or inciting to violence the co-employees of the Company with intent to disrupt the smooth working of the Company/Industrial harmony.
- qq. Conviction in any Court of Law for any criminal offence or failure to communicate in writing to the Competent Authority about the incident, as soon as possible.
- rr. Refusal to accept any chargesheet or Order or notice communicated in writing.
- ss. Failure or refusal to wear any protective equipment given by the Company.
- tt. Unauthorised removal or defacement of Notices on the Company's Notice Boards, or exhibiting any notice/poster in any part of the Company premises, without prior written permission of the Competent Authority.
- uu. Wrongfully obtaining possession of any property of the Company or having any such property in his possession wrongfully withholding it or knowingly applying it to a purpose other than those expressed or directed in the Rules and Regulations of the Company.
- vv. Directly or indirectly interfering with or causing interference with the operation of any service or with any property of the Company, or interfering with or obstructing any employee of the Company in the performance of his duty or tampering with any equipment or conducting himself in a disorderly manner in the working place or committing any act likely to imperil the safety and the security of the operation of the Company.

- ww. Directly or indirectly interested in any subsisting contract of the Company without the express written permission of the Chief Executive Officer of the Company.
- xx. Conducting any business in association with the suppliers of materials/articles to the Company or in any way concerned/connected with the supplier/dealer so as to cause pecuniary loss to the Company or pecuniary gain to the employee or his relations.
- yy. Resorting to work to rule agitation or refusal to do overtime either acting alone or in concerted action in combination with others under a common understanding.
- zz. Gross negligence and dereliction of duty.
- aaa. Scurrilous writing or reporting matters to the Media.
- bbb. Leaving station without permission
- ccc. Giving false evidence in a domestic enquiry
- ddd. Conduct of the employee directly and/or indirectly giving defamatory, false and adverse publicity to the Company or any of its employees/ using company name or employee designation in the press/T.V., Radio or any other social media platforms.
- eee. Any conduct in private life which is prejudicial to the reputation of the Company.
- fff. Failure to vacate Company's accommodation allotted to the employee on termination of the license/cessation of service under the rules of the Company.
- ggg. Going on an illegal strike or abetting, inciting, instigating or acting in furtherance thereof.
- hhh. Willful slowing down in performance of work, go-slow, non-co-operation, malingering or abetment or instigation thereof or interference with the work of other employees.
- iii. Failure to report at the allotted base station at allotted time.
- jjj. Failure to accept the transfer order and report to the base station.
- kkk. Failure on the part of an employee to submit the essential/statutory documents (PCC/Medical Records/similar documents) or to undergo refresher course or training as directed by the Competent Authority or by the Head of the Department.
- lll. Unauthorized shooting /recording inside the aircraft or in the office premises /any place occupied by Company.
- mmm. Failure to adhere to quarantine guidelines.
- nnn. Any act deliberately or not which may defame the organization or the employees which is found to be fabricated
- ooo. Any employee approaching any statutory bodies without approaching any of the Internal Grievance Redressal Cell of the organization.

Note: The above instances of misconduct are illustrative in nature and not exhaustive.

75. Penalties:

The following penalties may for good and sufficient reasons or for misconduct committed by the employee, as hereinafter provided, be imposed on an employee namely,

1. Minor Penalties :

- a) Censure/warning, with reasons, to be conveyed in writing
- b) Withholding of increment of pay without cumulative effect
- c) Withholding of promotion for a specified period.
- d) Recovery from pay, or such other amounts as may be due to an employee of the whole or part of any pecuniary loss caused by the employee to the Company by employee negligence or breach of orders.
- e) Withholding of passage benefits in full or in part.

2. Major penalties:

- a. Withholding of increment of pay with cumulative effect.
- b. Reduction to a lower grade or post, or to a lower stage in the time scale of pay.
- c. Removal from service of the Company.
- d. Dismissal from the service of the Company.

Explanation: The following shall not amount to a penalty within the meaning of this Regulation:

- i) Withholding of increment of an employee on account of his work being found unsatisfactory or not being of the required standard, or for a failure to pass a prescribed test or examination;
- ii) Non-promotion whether in an officiating capacity or otherwise of any employee to a higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case.
- iii) Reversion to a lower grade or post, of an employee officiating in a higher grade or post, on the ground that he is considered after trial to be unsuitable for such higher grade or post or on administrative grounds unconnected with his conduct;
- iv) Reversion to his previous grade or post; of an employee reappointed on probation to another grade or post, during or at the end of the period of probation, in accordance with the terms of his appointment.
- v) Compulsory retirement of an employee under the rules
- vi) Termination of Service:

- a) of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of appointment;
- b) of an employee appointed in a short-term contract capacity otherwise than under a contract or agreement, on the expiration of the period for which he was appointed or earlier in accordance with the terms of his appointment.
- c) of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement
- d) of any employee on reduction of establishment.

76. Suspension Pending Inquiry:

- i) An authority competent to award punishment to an employee or any officer delegated by the Competent Authority may also place him under suspension:
 - a) where a disciplinary proceeding against an employee is contemplated or is pending; or
 - b) where case against the employee in respect of any criminal offence is under trial; or
 - c) on being apprehended or arrested in connection with any of the criminal cases by the Police or any penal action has been brought against by any law enforcing agency including the Customs Authorities under the Customs Act or Rules made thereunder or by the appropriate authorities under the Foreign Exchange Regulation Act or Rules made thereunder or activities amounting to misconduct within the meaning of this Regulation.
- d) An employee who is detained in police/judicial custody, whether on a criminal charge or otherwise for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the Competent Authority and shall remain under suspension until further orders.
- e) Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these Regulations and the case is remitted for further enquiry or action or with any other directions, the order of suspension shall be deemed to have been continued in force on and from the date of the original order of dismissal or removal and shall remain in force until further Orders.
- f) Where a penalty of dismissal or removal from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision by a Court of Law, the Disciplinary Authority, on consideration of the circumstances of the case, decides to hold further enquiry against him on the allegations on which the penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the Competent Authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders. Provided that no such further enquiry shall be ordered unless it is intended to meet a situation where the Court has passed an order purely on technical grounds without going into the merits of the case.

- g) An order of suspension made or deemed to have been made under this regulation shall continue to remain in force until it is modified or revoked by the authority competent to do so.
- h) Where the employee is suspended or is deemed to have been suspended, whether in connection with any disciplinary proceeding or otherwise, and any other disciplinary proceeding is commenced against the employee during the continuance of that suspension, the Disciplinary Authority competent to place him under suspension may, for reasons to be recorded in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.
- i) An order of suspension made or deemed to have been made under these Regulations, may, at any time, be modified or revoked by the authority which made or is deemed to have made the order, or by any Authority to which that Authority is subordinate.
- j) Suspension pending enquiry shall not be deemed to be a punishment.
- ii) An employee under suspension under Regulation shall be entitled to draw subsistence allowance at the rate of 50% of the wages/salary which the employee was entitled to immediately preceding the date of such suspension, for the first ninety days of suspension. If the suspension period continues beyond 90 days, the Competent Authority may decide to increase the subsistence allowance in any case not exceeding the 75% of the wages/salary which the employee is entitled to immediately preceding date of such suspension provided that the Competent Authority is satisfied that the delay in the completion of the disciplinary proceeding against such employee is not directly attributed to the conduct of such employee. Any increase in the subsistence allowance so considered can be reviewed by the Competent Authority, if at a later stage the Competent Authority comes to the conclusion of disciplinary proceeding on such employee is delayed for the reasons directly attributable to the employee concerned.
- iii) It is open to the Competent Authority to reduce the amount of subsistence allowance to 25% of the basic salary and allowances thereon, if in the opinion of the said Authority the period of suspension has been prolonged, for reasons to be recorded in writing, directly attributable to the employee under suspension.
- iv) If an employee is arrested by the Police on a criminal charge and the bail is not granted, no subsistence allowance shall be payable. On grant of bail if the Competent Authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail.

Note : For the purpose of this sub-Regulation, the term “Wages” shall include basic pay and dearness allowance.

- v) The order of suspension shall be given in writing and shall be followed as soon as possible by a Charge sheet setting out the misconduct alleged against the employee.
- vi) Treatment of the period of suspension:
 - i) When the employee under suspension is reinstated, the Competent Authority may grant to him the following pay and allowances for the period of suspension;

- a) If the employee is exonerated and not awarded any of the penalties mentioned in Regulation the full pay and allowances which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him and;
 - b) If otherwise, the amount of subsistence allowance will be treated as full and final.
- ii) In a case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In case falling under sub-clause (b) the period of absence from duty will not be treated as a period spent on duty unless the Competent Authority so directs.

77. Disciplinary Authority:

The Disciplinary Authority as specified in Table No.2 in the Regulation is competent to impose any of the penalties specified under the Regulations. If required, the Chairman / CEO may designate any other official as 'Disciplinary Authority' to impose any of the penalties specified under this Regulation.

78. Procedure for imposing major penalties:

- i. No order imposing any of the major penalties specified in Major Penalties under sub clause 2 of Regulation 74 shall be made as far as possible, except after an enquiry is held in accordance with this Regulation.
- ii. Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiry into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint any public servant or any other person from within the Company or outside the Company (hereinafter called the inquiring authority) to inquire into the truth thereof.
- iii. Provided that where there is a complaint of Sexual Harassment, the Internal Complaints Committee established in the Company for inquiring into such complaints, shall be deemed to be the inquiring authority appointed by the Disciplinary Authority and the Complaints Committee shall hold, if separate procedure has not been prescribed for the Complaints Committee for holding the inquiry into the complaints of sexual harassment, the inquiry as far as practicable in accordance with the procedure laid down below.
- iv. Where it is proposed to hold an inquiry, the Disciplinary Authority shall frame charges on the basis of the allegations against the employee. The charges together with a statement of the imputation of misconduct, on which they are based (Charge Sheet), shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority (not exceeding 7 working days) a written statement whether he admits or denies any of or all the Articles of Charge. Time limit to submit the written statement may further be extended for a period not exceeding seven days at a time for reasons to be recorded in writing by the Disciplinary Authority or any Officer authorized by the Disciplinary Authority on his behalf. Provided that under no circumstances, the

extension of time for filing written statement of defence shall exceed forty-five days from the date of receipt of articles of charge.

- v. On receipt of the written statement of the employee, or if no statement is received within the time specified or whenever the Disciplinary Authority is of the opinion that there are grounds for inquiry into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint any public servant or any retired public servant, or any other person from within the Company or outside the Company (hereinafter called the inquiring authority) to inquire into the truth thereof.
- vi. The Disciplinary Authority shall appoint the Enquiry Committee comprising of one or more Officers of the Company or appoint any other public servant/servants or any other person from outside the Company as Enquiry Committee. In case the Enquiry Committee comprises of officers of the Company, such officers will be in a higher grade than that of the person charged. In case the Enquiry Committee comprises of more than one officer, one of them will be nominated as Convenor.

Provided that it may not be necessary to hold an enquiry in respect of the charges admitted by the employee in his Written Statement. The Disciplinary Authority shall however record its findings on each such charge.

- vii. Where the Disciplinary Authority for holding an enquiry, it may by an order appoint one of the Officers of the Company or appoint any person from outside the company to be known as the “Presenting Officer” to present on its behalf the case in support of the articles of charge.
- viii. The Disciplinary Authority shall, where it is not the inquiring authority, forward to the inquiring authority all necessary documents.
- ix. The employee shall be entitled to be defended by an employee of the Department/Unit in which he is working from the same base/office where he is working, if the employee is not capable of presenting his case. Such defending employees however should not have more than 2 disciplinary cases on hand in which he has to give assistance.
- x. No employee shall be entitled to engage a legal practitioner for the purpose of defending him unless the Presenting Officer appointed by the Disciplinary Authority is a legal practitioner or the Disciplinary Authority in its sole discretion in exceptional cases considers, having regard to the circumstances of the case, so permits. However, the expenses of the defense council will be borne by the employee.
- xi. The fixation of date and venue of the Enquiry Proceedings is at the discretion of the Enquiry officer, which shall be communicated to the employee in writing.
- xii. On the date fixed by the Enquiry Authority, the Employee shall appear before the Enquiry Authority at the time, place and date specified in the notice. The Enquiring Authority shall ask the employee whether he pleads guilty to any/or all of the articles of charge, and if he pleads guilty, the Enquiry Authority shall record the plea, sign the record and obtain the signature of the charge-sheeted employee concerned

thereon. The Enquiring Authority shall return a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.

- xiii. During the pendency of the enquiry proceeding, the charge sheeted employee shall not communicate with any higher officials, other than with the Enquiry Officer for all clarifications related to the enquiry.
- xiv. If the employee does not plead guilty, the enquiry authority shall adjourn the case to a later date, after recording an order that the employee may, for the purpose of preparing his defence.
 - a. inspect the documents relevant to charges
 - b. submit a list of witnesses that he wants to examine and
 - c. be supplied with the copies of the statements of witnesses, if any, listed in the chargesheet.

NOTE : Relevancy of the witnesses will have to be given by the employee concerned and the witnesses shall be summoned if the Enquiring Authority is satisfied about their relevance to the charges under inquiry, and that those witnesses are available in the Company.

- xv. The Enquiring Authority may at his sole discretion ask the authority in whose custody or possession the documents are kept within the Company, for the production of the documents on such date as may be specified.
- xvi. The authority of the Company in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the Enquiring Authority on the date, place and time specified in the requisitioned notice.

Provided that the inquiring authority may, for reasons to be recorded by it in writing, refuse to requisition such of the documents as are, in its opinion, not relevant to the case.

- i. On receipt of the requisition, every authority having the custody or possession of the requisitioned documents shall produce the same or issue a non-availability certificate. In that event it shall inform the Enquiring Authority accordingly.
 - ii. Provided that if the authority having the custody or possession of the requisitioned documents is satisfied that or may claim privilege for reasons to be recorded by it in writing that the production of such documents would be against the interest of the Company, it shall inform the enquiring authority accordingly and the enquiring authority shall, on being so informed, communicate the information to the employee and withdraw the requisition made by it for the production of such documents.
- xvii. On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the Disciplinary Authority. The witnesses shall be examined by the Presenting Officer and may be cross examined by or on behalf of the employee. The Presenting Officer

shall be entitled to re-examine the witnesses on any points on which they have been cross-examined, but not on a new matter without the leave of the Enquiring Authority. The Enquiry Authority may also put such questions to the witnesses as it thinks fit.

- xviii. Before the close of the prosecution case, the Enquiring Authority may in its discretion, allow the Presenting Officer to produce evidence not included in the charge sheet or may itself call for new evidence or recall or re-examine any witness. In such case, the employee shall be given an opportunity to inspect the documentary evidence before it is taken on record; or to cross examine a witness, who has been so summoned and present at the enquiry.
- xix. When the evidence for the disciplinary case is closed, the employee may be required to state his defence orally or in writing as he may prefer. If the defence is made orally, it shall be recorded and the employee shall be required to sign the record. In either case a copy of the statement of defence shall be given to the Presenting Officer.
- xx. The evidence on behalf of the employee may then be produced if the employee desires. The employee may examine himself in his own behalf if he so prefers. The witnesses produced by the employee shall then be examined by the employee himself or his Representative and shall be liable to cross-examination by the Presenting Officer, re-examination and examination by the Enquiring Authority according to the provisions applicable to the witnesses for the Disciplinary Authority.
- xxi. The Enquiry Authority may, after the employee closes his case and shall, if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain the circumstances appearing in the evidence against him.
- xxii. After the completion of the production of the evidences, the employee and the Presenting officer may file written briefs of their respective cases within 7 days of the date of completion of the production of evidence.
- xxiii. If the employee does not submit the written statement of defence referred to herein on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these Regulations, the Enquiring Authority may proceed further accordingly and may hold the enquiry ex parte.
- xxiv. Whenever any Enquiring Authority after having heard and recorded the whole or any part of the evidence in an inquiry cease to exercise jurisdiction therein and is succeeded by another Enquiring authority which has and which exercises, such jurisdiction, the Enquiring Authority so succeeding may act on the evidence so recorded by his predecessor or partly recorded by his predecessor and partly recorded by himself.

Provided that if the succeeding Enquiring Authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is

necessary in the interest of justice, it may recall, examine, cross examine and re-examine any such witnesses as hereinbefore provided.

- xxv. i) After the conclusion of the inquiry, report shall be prepared and it shall contain;
- a. A gist of the articles of charge and the statement of the imputations of misconduct or misbehavior.
 - b. a gist of the defence of the employee in respect of each article of charge
 - c. and assessment of the evidence in respect of each article of charge
 - d. the findings on each article of charge and the reasons thereof.

Explanation - If in the opinion of the Enquiring Authority the proceedings of the inquiry establish any article of charge different from the original articles of the charge, it may record its findings on such article of charge.

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

- ii) The Enquiring Authority, where it is not itself the Disciplinary Authority, shall forward to the Disciplinary Authority the records of inquiry which shall include:
- a. The report of the inquiry prepared by it under sub-clause (i) above;
 - b. The copy of chargesheet-additional chargesheet, if any, written statement of defence, if any, submitted by the employee;
 - c. The oral and documentary evidence produced in the course of the inquiry by both the parties.
 - d. Written briefs, if any, filed by the Presenting Officer or the Employee or both during the course of the inquiry; and
 - e. The Order, if any made by the Disciplinary Authority and the Enquiring Authority in regard to the enquiry.
- xxvi. If the employee does not appear consecutively for three times before the Enquiry committee on the date and venue informed to the employee in notice, the Enquiry committee shall conclude the enquiry ex parte.

79.Action on the Enquiry Report:

- i) The Disciplinary Authority, if it is not itself the Enquiring Authority may, for reason to be recorded by it in writing remit the case to the Enquiring Authority for fresh or further inquiry and report and the Enquiring Authority shall thereupon proceed to hold further inquiry according to the provisions of Regulations as far as may be.

- ii) The Disciplinary Authority shall, if it disagrees with the findings of the Enquiring Authority on any articles of charge, record its reasons for such disagreement and record its own findings on such charge if the evidence on record is sufficient for the purpose.
- iii) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in Regulation should be imposed on the employee it shall, notwithstanding anything contained in these Regulations make an order imposing such penalty.
- iv) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge, is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.
- v) The Competent Authority in awarding the punishment would take into consideration the extent and gravity of the misconduct, previous service record of the person charged and any extenuating or aggravating circumstances of the case.

80. Procedure for imposing minor penalties:

- 1) Where it is proposed to impose any of the minor penalties specified in clause 1 of Regulation 74, employee concerned shall be informed in writing of the imputations of misconduct or misbehaviour against him and give an opportunity to submit his written statement of defence within a specified time not exceeding 7 working days. The defence statement, if any, submitted by the employee shall be taken into consideration by the Disciplinary Authority before passing orders.
- 2) The record of the proceedings shall include:
 - i) a copy of the statement of imputation of misconduct or misbehaviour delivered to the employee
 - ii) his defence statement if any; and
 - iii) the orders of the Disciplinary Authority together with the reason thereof.

81. Communication of orders:

Orders made by the Disciplinary Authority under Regulation shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry.

82. Common Proceedings:

Where two or more employees are concerned in a case, the authority competent to impose the penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceeding and the specified authority may function as the Disciplinary Authority for the purpose of such common proceedings.

83. Special procedure in certain cases:

Notwithstanding anything contained in these Regulations, the Disciplinary Authority may impose any one or more of the penalties specified in Regulation without following the procedure set out in these Regulations in any of the following circumstances:

- i) Where the employee has been convicted or criminal charge, or on the strength of facts or conclusions arrived at by judicial trial, or any penal action has been brought against him by the Customs Authorities under the Customs Act or Rules or Narcotic Act/rules made thereunder or by the appropriate authorities under the Foreign Exchange Management Act, or rules made thereunder or by any other Authorities for activities amounting to misconduct within the meaning of these Regulations.
- ii) Where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these Regulations or;
- iii) Where the Chairman /Chief Executive Officer is satisfied that in the interest of the Security of the Company, or for any other reasonable reasons, it is not expedient to hold any enquiry in the manner provided in these Regulations.

Provided that the employee may be given an opportunity of making representation on the penalty proposed to be imposed before any order is made in the case.

84. Employees on deputation from the Central Government or the State Government or Public Sector Undertakings, etc:

- i) Where an Order of suspension is made or disciplinary proceeding is taken against an employee who is on deputation to the Company from the Central or State Government or another public undertaking or a local authority, the authority lending his services (hereinafter referred to as the “Lending Authority”) shall forthwith be informed of the circumstances leading to the order of his suspension, or the commencement of the disciplinary proceeding, as the case may be;
- ii) In the light of the findings in the Disciplinary proceeding taken against the employee –
 - a) If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on him, it may pass such orders on the case as it deems necessary after consultation with the Lending Authority, the services of the employee who is on deputation to the Company from the Central or State Government or another public undertaking or a local authority, shall be placed at the disposal of the Lending Authority.
 - b) If the Disciplinary Authority is of the opinion that any of the major penalties should be imposed on him, it should replace his services

at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for such action as it deems necessary.

- iii) If the employee submits an appeal against an order imposing a minor penalty on him under these Regulations, it will be disposed of after consultation with the Lending Authority, provided that if there is a difference of opinion between the Appellate Authority and the Lending Authority the services of the employee shall be placed for initiating action as it deems necessary with the Lending Authority.

85. Appeals:

- i) An employee may Appeal against an order imposing upon him any of the penalties against the order of suspension. The Appeal shall lie to the authority specified in the Table no.3 below.
- ii) An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the Table no. 3 and submitted to the Authority whose order is appealed against. The authority whose order is appealed against shall forward the appeal together with its comments and the records of the case to the appellate authority within 15 days. The appellate authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of the date of appeal. The Appellate Authority may pass an order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case.

Provided that if the enhanced penalty which the Appellate authority proposes to impose is a major penalty and an inquiry has not already been held in the case, the Appellate Authority shall direct that such an enquiry be held in accordance with the provisions of Regulation, the Appellate Authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The Appellate Authority shall pass final order after taking into account the representation, if any submitted by the employee.

86. Review:

Notwithstanding anything contained in these Regulations, the Reviewing Authority as specified in the below Table no.3 may call for the record of the case within six months of the date of the final order and after reviewing the case pass such order thereon as it may deem fit.

Provided that if the enhanced penalty, which the reviewing authority proposed to impose, is a major penalty specified in clauses in Regulation and an enquiry as provided under Regulation has not already been held in the case, the reviewing authority shall direct that such an enquiry be held in accordance with the provisions of Regulation and thereafter consider the record of the enquiry and pass such order

as it may deem proper. If the Appellate Authority decides to enhance the punishment but an enquiry has already been held in accordance with the provisions of Regulation, the reviewing authority shall give show cause notice to the employees as to why the enhanced penalty should not be imposed upon him. The reviewing authority shall pass final order after taking into account the representation if any, submitted by the employee and the Enquiry Authority.

Flow Chart on Disciplinary Actions as follows:

Table No.3

Disciplinary Authority	Appellate Authority	Reviewing Authority
Chief of HR	CEO	Chairman
CEO	Chairman	Board of Directors

87. Service of Orders, Notices, etc.

Every order, notice and other process made or issued under these Regulations shall be served in person on the employee concerned or communicated to him by registered post at his last known address.

88. Power to relax time limit and to condone delay:

Save as otherwise expressly provided in these Regulations, the authority competent under these Regulations to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these Regulations for anything required to be done under these Regulations or condone any delay, to the maximum period of double the time as provided in these Regulations, in exceptional cases, at the sole discretion of the Authorities.

89. Removal of doubts:

Where a doubt arises as to the interpretation of any of these regulations, the matter shall be referred to the CEO / Chairman for final decision.

90. Amendments:

The Board may amend, modify or add to these regulations from time to time and all such amendments, modifications or additions shall take effect from the date stated therein.

CHAPTER - X

CESSATION OF SERVICE

91. Age of retirement (Applicable only to Employee on Permanent basis):

- i) The retirement age of the Permanent employees shall be 58 years. Employment beyond the age of 58 years shall be only on Fixed Term Contract at the discretion of the Competent Authority.

- ii) a) The Competent Authority of the Company at his sole discretion may pass an order on behalf of and in the name of the Company, if deemed fit by requiring the officers in general category, technical officers and Executives employed in the Company, to retire compulsorily at the age of 55, with effect from the expiry of the period of three months notice or three months salary in lieu of notice.
b) The Competent Authority while passing the order under the Regulation shall consider as to whether it is in the interest of the Company or in the Public interest to retain the employee in service or require employee to retire compulsorily having regard to any of the following factors either jointly or singly:
 - i) Suitability;
 - ii) Efficiency;
 - iii) Competence;
 - iv) Quality of performance;
 - v) Health of the employee;
 - vi) Instance of non-availability of the employee for duty in the Company, as a result of ill health or otherwise;
 - vii) Compatibility with the Management or Company employees and members of the public;
 - viii) For any other reason at the discretion of the CEO;
 - ix) An employee who has attained the age of 55 years by giving 3 months notice in writing, retire voluntarily subject to the approval in writing of the Competent Authority, provided that the Competent Authority may give in writing that the employee who has given the above 3 months' notice in writing shall not cease to be in employment of the Company, if any disciplinary action is contemplated or pending against him, or he belongs to a licensed category and it would not be in the interest of the Company to accept such a notice, the notice given shall be kept in abeyance.

92. Termination

- i) The service of a permanent / Fixed Term Contract /Short Term Contract employee may be terminated without assigning any reason to employee and without any prior notice but only on the following grounds not amounting to any misconduct under this Regulations. Viz:

- ii) If the employee in the opinion of the Competent Authority is incompetent and unsuitable for continued employment with the Company and such incompetence

and unsuitability is such as to make employees continuance in employment detrimental to the interest of the Company.

OR

iii) If employees continuance in employment constitutes, in the opinion of the Competent Authority a grave security risk making their continuance in service detrimental to the interests of the Company.

OR

iv) If in the opinion of the Competent Authority there is a justifiable lack of confidence, which having regard to the nature of duties performed, if make it necessary, in the interest of the Company, to immediately terminate employees services.

v) The service of an employee on probation may be terminated without assigning any reason to employee.

vi) The services of Fixed Term Contract / Short Term Contract employees shall automatically cease on the expiry of the contract unless a fresh contract is issued.

93. Resignation

- i) No employee (Permanent and Fixed Term Contract employee) shall resign from the services of the Company except by giving one month's notice or compensation in lieu of such notice, unless at the request of the employee the notice is waived, or shorter notice period accepted in writing by a Competent Authority. The compensation payable by the employee in lieu of notice period shall be deemed to be liability owned to the Company and the Company shall recover the same from the employee by withholding the last month salary.
- ii) Resignation of Pilots may be accepted by the Competent Authority, by giving six months' notice/ as notified by appropriate Govt. Authority in respect of every pilot or compensation in lieu of such notice period, unless at the request of the employee the notice is waived, or shorter notice period is accepted in writing by the Competent Authority. Competent Authority may impose such conditions as may be decided by him, to recover the cost of training, cost of getting a substitute and time required for such substitute to replace the present category of pilots, and after assessing the same, impose a condition to pay to the Company, an amount specified in the order and after paying the said amount, he may be relieved once a substitute is procured and the new entrant takes charge of the work hitherto performed by the employee, who seeks to be relieved from the Company.
- iii) A resignation given under clause (i & ii) above may be accepted if found otherwise in order, with immediate effect or at any time before the expiry of period of notice, in which case the employee shall be paid his salary in respect of the entire period of notice given by him.

- iv) In case of shorter period of notice is accepted at the request of the employee, he shall be entitled to receive his pay and allowances only for the actual number of days worked.
- v) If an employee leaves the service of the Company without giving notice or by giving inadequate notice, such resignation shall be liable to be construed as misconduct and may entail any of the punishments prescribed under Regulation.
- vi) Notwithstanding anything contained in clause (i) to (v) above, an employee shall not be entitled to tender employee resignation and no resignation tendered by employee shall be effective or operative against the Company, if at the time when such resignation is tendered, disciplinary action is pending against employee by the appropriate authority and which has been communicated to the employee.
- vii) During the Notice period, employee will be required to be on duty and serve the Company and should be available for flight duties. The Notice period will not run concurrently with leave, unless specially permitted under very exceptional circumstances by the Competent Authority.
- viii) During the Notice Period, if an employee is submitting withdrawal of their resignation, it shall be at the discretion of the Competent Authority to accept or reject the withdrawal of resignation application.

94. Voluntary abandonment of Service

- i) An employee remaining absent for 8 consecutive days or more without obtaining prior approval of competent authority for
- j)] or in the event of him extending or over staying his leave for a period of 8 days beyond the leave otherwise obtained by him without prior permission, it shall be considered that the employee has voluntarily abandoned his service with effect from his last day of such absence. A show cause notice will, however, be issued to the employee before striking off his name from the pay roll of the Company. The said show cause notice will also be published in the two local news papers one of which will be in the local language of the State.
- ii) An employee remaining absent beyond the period of leave originally granted, or subsequently extended, shall lose his lien or his job unless he returns.
 - (a) within 8 days of the expiry of leave
and
 - (b) gives satisfactory explanation for his inability to join duty on the stipulated date.

95. Compensation

Subject to the provisions of the law for time being in force, in the event of death or disablement while on duty, by an accident or in the event of loss or damage to the personal belongings caused to the employee travelling on duty, the Company may pay, compensation to him or to his legal heir as the case may be at such rates and on such conditions as it may lay down from time to time, unless such accident loss or damage is attributable to his own negligence, default or breach of instruction.

96. Suspension of work :

1) Lay Off:

k) Any or all employees of the Company may be laid off or retrenched as provided for in Industrial Disputes Act, 1947.

ii) The Company shall have the right to shut down, either wholly or partially any department or section or sections due to adverse trade conditions such as stoppage, lock outs, strikes affecting one or more Departments of the Company, breakdown of any plant or machinery, reconstructions demolition or extension of building, want of sufficient business, climatic disturbances, import restrictions by Government, acts of legislation, unprofitable working, epidemic, civil commotion, or insurrection, reduction of shifts, failure of power supply, fire, catastrophe or any of the cause of the like nature beyond the control of the Company, after complying with legal formalities if any:

In the event of layoff, the employee shall be entitled to receive wages in accordance with the relevant sections of Industrial Disputes Act, 1947, as amended from time to time.

iii) No lay off compensation is payable to any employee who has refused to accept the alternate job/alternate place of posting provided to him which does not call for any special skill or training provided the employee is paid the same salary applicable to him. Similarly, where the lay off has been brought about due to work to rule agitation or go slow tactics or any other method adopted by the employee in order to coerce the Management to yield to their unjustified and illegal demands no compensation is payable.

iv) The Company in the event of strike affecting wholly or partially any section or Department as the case may be or the entire establishment, may close down either wholly or partially the affected section of Department or any of the Department/Section as the case may be. The fact of such closure would be notified on the Notice Board.

The employee concerned will also be notified by a General Notice on the Notice Board before the work is resumed as to when the resumption of work will begin.

CHAPTER XI

FIXED TERM CONTRACT RENEWAL RULES

In Air India Express Ltd. all employees except for permanent employees are engaged on Fixed Term Contract. On expiry of the Fixed Term Contracts, as part of process of renewal of Fixed Term Contracts, Contract Renewal Committees are constituted to examine the service records/personal files of the employees whose contracts are to be renewed, subject to their satisfactory performance and conduct during the contract period.

Renewal of Fixed Term Contracts will be at the sole discretion of the Competent Authority.

97. Renewal Rules for Ground Staff:

The standard criteria to be followed by the Committees for the evaluation and recommendation for renewal of Fixed Term Contracts of Ground Staff is as follows:

1. The employee should have completed the full term of contract with good track record.
2. The concerned departmental head should recommend the employee concerned for the extension of the contract for a further term.
3. The request and willingness of the employee for extension of the contract, duly approved by the departmental head.
4. The employee should not have been absent without permission for a total period of more than 40 days during the entire 5 years contract period, computed @ 8 days per year of contract.
5. There should not be any disciplinary action or serious punishments against the staff and not issued with more than 2 warning letters.
6. Any serious incident of misbehavior/misconduct/ attitude related issues with colleagues/ superiors/ Airport handling agencies/Government agencies/ Contract Hotels/ground handling staff, after due investigation of facts.
7. Any Disciplinary / Vigilance cases that are pending with any of the Statutory Authorities
8. Other factors viz. professional/additional qualifications/appreciation letters issued etc. which is placed on the personal file of the employee.

98. Renewal Rules for Cabin Crew and Cockpit Crew:

The standard criteria to be followed by the Committees for the evaluation and recommendation for renewal of Fixed Term Contracts of Cockpit/Cabin Crew Staff is as follows:

1. There should not be more than two warning letters / instances of disciplinary action / serious punishments against the staff on record.

2. The employee should not have been absent without permission for a total period of more than 40 days during the entire 5 years contract period, computed @ 8 days per year of contract.
3. Employees who have refused to report to their allotted base station.
4. Any serious incident of misbehavior/misconduct/ attitude related issues with colleagues/ superiors/ Airport handling agencies/Government agencies/ Contract Hotels/ground handling staff, after due investigation of facts.
5. Any Disciplinary / Vigilance case that are pending with any of the Statutory Authorities
6. Violation of safety regulations.
7. Medically unfit
8. Single positive case for Breath Analyser (BA) test against the Cabin/Cockpit Crew during the preceding 05 years.
9. Any incident of late reporting for duty [more than one time] on the part of Cabin / Cockpit Crew which resulted into the delay of flight.
10. If the employee is above the Qualifying weight check limit based on BMI as required under CAR for Cabin Crew.
11. If the cabin crew has not deposited their bar sale collections within the prescribed time.
12. Cabin crew who had reported sick on more than 35 occasions during the period of 05 Years

99. Conditional Contract for Cabin Crew

- i) Conditional Contract will be issued for a period of 3 [THREE] months for those Cabin Crew, who are detected over weight, as a special case in the discretion of the Management.
- ii) If the Cabin crew fails to meet the prescribed Weight limit during the conditional contract period, their contract will stand terminated without Air India Express Ltd. having to do any other action in this respect.
- iii) In this case of termination, such cabin crew cannot claim any monetary benefits/compensation for termination in any form from the Company.

100. Conditional Contract for Cockpit Crew

All commanders completing the age of 58 years and willing to continue in the service will be issued with a conditional contract up to 65 years subject to the following factors:

- i) Continued Medical Fitness to carry out the duties of a Pilot
- ii) Possession of Valid license/Rating under the Aircraft Act, 1934 and Aircraft Rules, 1937
- iii) Vigilance clearance

CHAPTER - XII EMPLOYEE SERVICES

101. Uniforms :

- i) All categories of employees as may be specified from time to time shall, while on duty wear uniforms supplied to them.
- ii) Employees who have been supplied with uniforms shall exercise proper care in preserving them in good condition. Uniform will at all times remain the property of the Company and must be returned in the event of any employee ceasing to be in its service or transfer to a position where the uniform is no longer required or is instructed to return the uniform by a competent authority.

102. Return of Company's Property:

An employee on ceasing to be in the service of the Company, should give proper account of property of the Company in his possession, custody or charge and return the same. Failure to return will result in such amount as may be decided by the competent authority being deducted from the salary or any other sums of money due to him from the Company. The amount so determined will also be liable to be treated as liability owed by him to the Company for the purposes of employees' provident fund.

103. Inventions and Patents:

No employee shall without previous consent of the Competent Authority in writing apply for a patent or exclusive privilege in respect of any invention under any Enactment, if such invention is made by him when in the service of the Company and in the event of any patent or exclusive right has been granted to him under any enactments to make, sale such inventions or allow others to do so, grant to the Company the unqualified right to adopt and use the said invention without its being obliged to pay any royalty or consideration thereof. He shall not assign charge or transfer, in any manner whatsoever, his original or any extended patent or exclusive privilege in respect of the said invention, without the previous consent in writing of the Competent Authority and without providing for unqualified use, free of charge to the Corporation of the said invention and further he shall on demand execute in favour of the Corporation such letter of licence or the other deed or document for the purpose as it may deem fit, provided always that the Competent Authority shall at any time within 6 months of the receipt of intimation from the employee that he has acquired such patent or exclusive privilege in India or abroad have the right to require the employee to transfer and assign such patent or exclusive privilege to the Company for such consideration as the Competent Authority shall at its discretion fix and if such right exercised, the employee shall execute all such deed or assignments, grants and assurances and do all such acts, deeds and things for vesting in the Company and/or its nominee the ownership of the patent or exclusive privilege and the full benefit thereof as the Competent Authority shall require.

104. Medical Insurance:

Medical facilities shall be provided to all the employees and their family members except for Cockpit Crew, as per the terms and conditions of the Group Medical/Health Insurance policy of the Company.

Cockpit crew shall be entitled for medical benefits for self and family for which they shall take a medi claim policy, the premium for the same up to Rs. 42,000/- per annum, which will be reimbursed by the Company.

105. Gratuity

The payment of Gratuity will be regulated as per the “Payment of Gratuity Act 1972” or the regulations framed by the Competent Authority in this behalf.

106. Provident Fund

Employee will be eligible for PF contribution from the Company as per the Provident Fund and Miscellaneous Provision Act, 1952.

107. Service Certificate

Every employee shall be entitled to a service Certificate specifying the designation of the employee and the period of employment at the time of discharge, cessation of contract period, termination, retirement or resignation from service. The Service Certificate shall disclose the reason of cessation in the Certificate. The certificate will be issued to the employee on expiry of the notice period subject to the clearance from Parent Department, Vigilance, Finance Departments and pending litigation with the Company.

108. NOC certificate

Every employee shall be entitled to a NOC for applying for any Public Sector Employment. A request to be routed through the concerned Reporting Officer (Parent Department) to HR Department for the issuance of this certificate. HR Department will issue the NOC based on the recommendations from the concerned HOD.

109. Exclusive Service:

An employee shall not at any time, work against the interest of the establishment and shall not take any employment in addition to his job in the establishment which may adversely affect the interest of the Company.

110. Company to fix the strength of employees required for running of the Establishment:

It will be purely the Company's functions to fill the strength of an establishment or any department and the strength will not be called into question by the employees. The employees recognize this to be the exclusive domain of the Company.

CHAPTER XIII
PASSAGE RULES AND ON DUTY TRAVEL RULES

111. Passage Rules

An employee will be eligible for annual passage entitlements during the passage year for self and family on Air India Express and Air India flights.

Annual passage entitlement shall be applicable to all the employees (and family members as defined) on completion of one year of joining the Company except for senior executives at the level of Department Heads and above and experienced Commanders joining the company are entitled for passage facility from the date of joining the company.

A. Passage Year:

The passage year for employees will be October 1st to September 30th.

B. Entitlement for serving employees (Per annum):

The entitlement of passage per annum for serving employees will be as under:

Designation	Above 1 yr and upto 20 yrs of service	Above 20 yrs of service
Staff level employees upto the level of Dy Chiefs of Departments	08	12
Pilots (Co Pilots and Trainee Captains)	12	16
All Commanders / Post Holders / Chief of Departments	20	

C. Family Definition:

Family for the purpose of passage would include employee, employees' parents, spouse, children of the employee, legally adopted children and employees' brothers and sisters.

Note: A total of only 4 passages out of the total annual entitlement can be availed by the employee's brothers or sisters for travel.

D. Class of Travel:

- All Passage entitlements would be issued for travel by Economy Class on sub-load basis.
- Chief Executive Officer, Chief Operating Officer and all Officers of the level of Chief of Departments & Commanders would be eligible for upgradation to Executive class subject to availability at the Boarding Point.

E. SOL Passage Charges / Limits etc.:

- i) Passage entitlement will be on payment of Staff Travel Fare (STF).
- ii) There is no provision for advance passages.
- iii) The entire passage entitlement can be used for domestic travel. However only upto 50% of the entitlement can be used for International travel.
- iv) The passage quota of current year cannot be carried forward to the next year.
- v) Applicable only to serving employees of Air India Express Ltd. Entitlement will not be available after retirement / end of the contract period.
- vi) Open Jaw Journey is permitted for all SOL passages across Air India Network.

F. Exceptional cases for passage eligibility

Experienced Commanders (from other Airlines), senior executives at the level of Department Heads and above joining in Air India Express will be entitled for passage entitlements from their date of joining in the Company.

112. Class of Travel for Staff on Duty (SOD) Travel

- i) Chief Executive Officer, Chief Operating Officer and all Officers of the level of Chief of Departments to be eligible for travel on firm basis in Executive class subject to availability in the designated RBD.
- ii) All officers in the level of 'Dy Chief of Department' and 'Chief Manager' to be eligible for travel in economy class on firm basis and upgradable to 'Executive Class' subject to availability at the Boarding Point (BP).
- iii) All pilots on duty proceeding for undertaking flight duties from one station to another station and all post holders in Engineering Department will be entitled for travel on firm basis in 'Executive Class', subject to availability in the designated RBD.
- iv) All other employees will travel in 'Economy' class on firm basis.

CHAPTER XIV CAREER PROGRESSION

Air India Express Ltd. has its emolument structure and career progression in line with the Industry standards. Career Progression policy of different categories of employees are as follows:

113. Ground Staff:

The eligibility criteria for Career progression for all employees except for cockpit and cabin crew are as follows:

- i) Promotions of existing employees will be in the normal course as per the Career Progression policy notified from time to time.
- ii) In the event of vacancies notified by the company for recruitment from external candidates, employees of the airline may also apply against the notification subject to fulfilling the minimum requirements as spelled out for the advertised position.
- iii) In such cases, the concerned Department Head may at discretion recommend one or more of his/her subordinates to be considered for the advertised position even if the employees in question do not meet the minimum requirements in terms of years of experience specified for the position. However, such recommendations shall be entertained only for positions that may be one level above the current grade of the concerned employees. The final decision with regard to admissibility of such candidates for inclusion in the list of eligible candidates shall be taken by the Competent Authority in association with Chief of HR.
- iv) All internal promotions including time bound promotions shall be carried out through laid down procedures, wherein a committee shall be constituted to recommend the eligible candidate after taking into account the track record of the employee, acquiring relevant of additional/professional qualification while in service in the company in the relevant field, meeting suitability criteria like good service record with no adverse reports, no disciplinary / administrative actions and no absenteeism without permission.
- v) In case of promotions not based on time bound career progression, the following rules applies:
 - a) The employee should have served the Company in his/her present grade for a period of atleast two years;
 - b) The employee should be found suitable and selected through an Interview Process involving external candidates;
 - c) No employee who has served for less than 2 years shall be eligible for career progression;
 - d) The employee can apply against any vacancies that arise and are notified in media and on company's website, provided their applications are supported by NOC from the HR Department and should follow all the procedures stipulated for the said vacancies. Such staff will be assessed/considered along with the external candidates during the selection process. If selected and appointed, the staff will have to resign

from the current post in the services of Air India Express and comply with all the stipulated requirements of the company in terms of the contract signed by him/her at the time of his/her engagement in Air India Express. Such selections and appointments will be treated as fresh contractual engagements with respective terms/conditions, emoluments, leave rules and other entitlements as applicable to the advertised post.

Note:

1. An employee will be eligible for Career Progression on completion of five years of satisfactory service in their respective grade.
2. Those employees whose performance is outstanding for two consecutive years would be eligible for earlier career progression as per the vacancy position and at the sole discretion of the management.
3. Career Progression will be on the basis of satisfactory performance/vacancy/company requirements.
4. The ground staff on Fixed Term Contract who do not become eligible for promotion and continues in the last grade beyond 5 years will be eligible for annual increment same as that of the last increment drawn.

114. Cabin Crew:

The Career progression for Cabin Crew who are on Fixed Term Contract Basis is as follows.

Financial year pattern is followed for the implementation of career progression. April 1st has been kept as a set date of yearly completion rather than the actual date of joining of the staff. While following financial year, whose date of joining falls in the first half will be adjusted with suffix and date of joining during remaining half of the year will be adjusted with prefix.

The eligibility criteria for Career progression include:

From	To	Eligibility Criteria	Remarks/Conditions
Cabin Crew	Sr. Cabin Crew	05 Years of continuous service	Subject to satisfactory performance and no adverse entries on the personal records on the basis of seniority in the previous grade
Sr. Cabin Crew	Cabin Crew In Charge	05 Years of continuous service as Sr CC	
Cabin Crew In Charge	Check Cabin Crew	05 Years of continuous service and as per vacancy	

Cabin Crew who are not recommended for career progression in the normal course and those served with conditional contract will become eligible for career progression on prospective date and will be placed in the seniority list accordingly.

The Cabin Crew on Fixed Term Contract who do not become eligible for promotion and continues in the last grade beyond 5 years will be eligible for annual increment same as that of the last increment drawn.

115. Cockpit Crew:

From	To	Eligibility Criteria	Remarks/Conditions
Co Pilot	Commander	ALTP and 2750 hrs	Subject to 1) satisfactory performance and records, 2) Seniority & 3) Selection procedure
Commander	LTC	As per CAR	
LTC	TRI	As per CAR	
TRI	DE	As per CAR	NIL
Commander	Base In Charge	As per Staff Notice	As per Staff Notice
Commander	Dy Chief/Chief of Operations/Training/Flight Safety	As per CAR & Staff Notice	As per Staff Notice

CHAPTER XV
GRIEVANCE REDRESSAL SYSTEM

116. Employee Grievances will be handled in accordance with the procedure laid down in the Grievance Redressal procedure, as amended from time to time.
