

AIR INDIA EMPLOYEES' SERVICE REGULATIONS

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AIR INDIA LIMITED

AIR INDIA EMPLOYEES' SERVICE REGULATIONS

The Air India Employees' Service Regulations have been formulated pursuant to the amalgamation of Air India Limited and Indian Airlines Limited into the National Aviation Company of India Limited (NACIL) which was incorporated as a Public Limited Company on 30th March 2007 under the Companies Act, 1956. NACIL was further renamed as Air India Limited on 24th November 2010.

The employees of erstwhile Indian Airlines Ltd. were governed by three sets of Service Regulations viz., (i) Indian Airlines (Flying Crew) Service Regulations (ii) Indian Airlines Employees (Aircraft Engineering Department) Service Regulations and (iii) Indian Airlines Employees (other than the Flying Crew and those in the Aircraft Engineering Department) Service Regulations and two sets of Standing Orders viz., (i) Standing Orders for Factory Workers and (ii) Standing Orders (Regulations) concerning Discipline and Appeals. The employees of erstwhile Air India Ltd. were governed by two sets of Service Regulations/ Standing Orders viz., (i) Certified Standing Orders applicable to Workmen and (ii) Air India Employees Service Regulations applicable to non-workmen categories.

The Air India Employees' Service Regulations replace all the above and all employees of the merged company will be governed by these Service Regulations and Conduct Rules.

These Regulations have been framed consequent to the Board Resolution passed by Air India Ltd. in its 52nd meeting held on 7th May, 2013 and will take effect from 1st April, 2013.

CHAPTER I – GENERAL

1. These Regulations shall be known as "***Air India Employees' Service Regulations***", hereinafter referred to as the said Regulations.
2. These Regulations are based on recognition of the fact that Air Transport industry is a *public utility service* which must operate round the clock on all days of the week.
3. These Regulations are intended to lay down the conditions of service and develop a work culture comparable to the best in the industry nationally and internationally so as to increase productivity and standards of service at all levels.
4. These Regulations shall apply *mutatis mutandis* to all employees in whole time regular employment of erstwhile Air India Ltd. and erstwhile Indian Airlines Ltd. on the rolls of Air India Ltd. as on date as also to all employees who may be recruited in the whole time regular employment of Air India Limited in future. These Regulations do not apply to part-time, casual, badlis or daily-rated employees, apprentices/trainees and those under contract agreement who shall be governed by special terms of appointment in each case. These Regulations shall also apply to employees on deputation from other public sector, State/Central Governments except in so far as specifically excluded.

REPEAL AND SAVING:

- ✓ 5. On and from the date of coming into force of these Regulations, the following Service Regulations and Standing Orders will stand repealed:-
 - a) Air India Employees Service Regulations,
 - b) Air India Certified Standing Orders
 - c) Indian Airlines (Flying Crew) Service Regulations,

- d) Indian Airlines Employees (Aircraft Engineering Department) Service Regulations and
- e) Indian Airlines Employees (other than the Flying Crew and those in the Aircraft Engineering Department) Service Regulations
- f) Standing Orders for Factory Workers of erstwhile Indian Airlines Limited
- g) Standing Orders (Regulations) Concerning Discipline and Appeals, of erstwhile Indian Airlines Limited

Notwithstanding the above, any action, whether completed or in progress, which were initiated under the above Regulations/Standing Orders shall be deemed to have been done or taken under the provisions of these Regulations.

- 6. (i) Air India Ltd. reserves to itself the right to add, amend, cancel, suspend and/or modify any or all of these Regulations or Orders issued thereunder from time to time and to give effect thereto from any date which Air India Ltd. may deem fit.
- (ii) These Regulations may be modified or substituted as a result of the decision of the Hon'ble Supreme Court of India in Civil Appeal no.5921 of 2006 Indian Airlines Ltd., (now Air India Ltd.) vs Union of India and others, pending decision before the Hon'ble Court.
- (iii) Air India Limited reserves to itself the right to implement these Service Regulations through administrative orders laying down procedures which may be issued from time to time by the Chairman and Managing Director/ Managing Director or any other officer of the Company who may be authorized in this behalf.

INTERPRETATION:

- 7. Air India Ltd. reserves to itself the right of interpreting the meaning of these Regulations and any supplementary Regulations and/or orders/instructions issued there under and such interpretation shall be final and binding upon all employees.

CHAPTER II – DEFINITIONS

8. Unless there be something repugnant in the subject or context, the terms defined herein are used in these Regulations in the sense explained herein and the words imparting masculine gender shall include feminine gender and the words imparting singular number shall include plural number and vice versa.
- (i) **"Company"** means Air India Ltd.
 - (ii) **"Board" or "Board of Directors"** means the Board of Directors of the Company or the Directors of the Company collectively.
 - (iii) **"Chairman"** means the Chairman of the Board of Directors of the Company.
 - (iv) **"Managing Director"** means the Managing Director of the Company.
 - (v) **"Functional Director"** means full time Directors on the Board of Directors of the Company.
 - (vi) **"Directors"** mean the members of the Board of Directors of the Company.
 - (vii) **"Competent Authority"** in relation to exercise of any power or performance of any function means the Board of Directors of the Company, the Chairman and Managing Director/ Managing Director, and any Officer of the Company as notified or specified in that behalf to whom the power is delegated by the Company from time to time.
 - (viii) **"Employee"** means a person in the whole time regular service of the Company.
 - (ix) **"Permanent employee"** means an employee appointed on whole time basis who has satisfactorily completed the prescribed

probationary period and confirmed thereafter as a regular employee against the permanent sanctioned post.

- (x) **"India based personnel"** means persons of Indian domicile recruited in India as permanent employees.
- (xi) **"Temporary employee"** means an employee whose services have been engaged for a specified period which may be extended from time to time for work of temporary nature.
- (xii) **"Probationer"** means an employee who is appointed on probation in a vacancy or post against permanent establishment strength for the period specified in the letter of appointment or such extended period but has not been confirmed by the Competent Authority in that vacancy or post.
- (xiii) **"Part-time employee"** means an employee who is employed for less than the normal period of working hours on specific terms for specific period.
- (xiv) **"Contract employee"** means an employee engaged on specific terms of contract for a specific period.
- (xv) **"Trainee"** means a learner who is engaged with or without payment of stipend as a remuneration during the period of training which will in no way entitle him to any regular appointment and the period of such training shall not in any way be considered towards regular service for any purpose.
- (xvi) **"Deputationist"** means an employee on deputation to Air India Ltd. from other Public Sector or Central Govt. or State Govt.
- (xvii) **"Cockpit Crew"** means Pilots including Co-Pilots.

- (xviii) **"Cabin Crew"** means a crew member other than a Cockpit Crew member.
- (xix) **"Flying Crew"** means Cockpit Crew and Cabin Crew.
- (xx) **"Medical Officer"** means a Medical Officer who is appointed by the Company whether whole time or part-time or a registered medical practitioner approved by the Company.
- (xxi) **"Family"** unless otherwise specified, means the employee's legally wedded spouse, children including adopted and step-children, wholly dependent on the employee and dependent parents; provided that the term "family" shall not include a wife or husband, as the case may be, separated from the employee by a decree or an order from the Competent Court and 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.
- (xxii) **"Month"** means a month according to English calendar.
- (xxiii) **"Pay"** means the amount drawn monthly by an employee, consisting of (i) basic pay in the pay scale applicable to the post held by the employee and (ii) any other emoluments which may be specifically classified as pay by the Company but excludes productivity related payments, Special Pay or Pay granted in view of his personal qualifications.
- (xxiv) **"Temporary transfer"** means transfer for a limited period not less than 30 days but not exceeding one year.
- (xxv) **"Government"** means Government of India.

(xxvi) **"Substantive pay"** means the pay to which an employee is entitled on account of a post to which he has been appointed substantively or by reason of his substantive position in a cadre.

(xxvii) **"Scale of pay"** means pay which, subject to any conditions prescribed in these Regulations, rises by annual increment or such additional increment(s) as may be granted by the Competent Authority from time to time from a minimum to a maximum. The scale of pay of various posts in the Company shall be laid down by the Company from time to time.

(xxviii) **"Special pay"** means an addition to the nature of pay to the emoluments of a post or of an employee, granted in consideration of

- (a) the specially arduous nature of duties,
- (b) a specific addition to the work or responsibility,
- (c) other special grounds as determined from time to time by the Company.

(xxix) **"Personal Pay"** means additional Pay granted to an employee:-

- (i) in a permanent post other than a tenure post to save him from the loss of substantive pay due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure, or;
- (ii) in exceptional circumstances

CHAPTER III – APPOINTMENT, PROBATION, TRAINING AND MEDICAL EXAMINATIONS

9. The establishment strength, including both the number and designation of posts in the various categories and scales, shall be determined by the Company from time to time. Temporary additions to the number of posts may be made by such Officers, as may be authorized by the Company in this behalf.
10. Appointments to various posts shall be made by promotion or selection or direct recruitment or by deputation from the Central Government and/or any other State Governments and/or Public Sector Undertakings or defence services in accordance with such conditions as the Company may determine from time to time.
11. The appointment of every person in a permanent vacancy shall be subject to his being certified medically fit by the Company's Medical Officer. In addition, the Company may direct any employee or particular categories of employees to undergo Medical Examination either periodically or as and when required, and all employees shall undergo such Medical examination when directed to do so.
12. (a) Every person on initial appointment to a permanent vacancy or post in the Company shall undergo a period of probation of one year, or as notified from time to time:

Provided that the Competent Authority may, for reasons to be recorded in writing, extend the period of probation of an employee on initial appointment, if the work and performance of the employee during the period of probation is not satisfactory or fails to acquire the required endorsement within the stipulated time in respect of Licence/Certificate/Approval as may be prescribed from time to time. During the period of probation or at the end of the probationary period, the services may be terminated without

assigning any reasons by either party by giving 30 days notice or pay in lieu thereof except where otherwise provided.

A person appointed to a post shall be deemed to be confirmed unless the probation is extended for reasons to be recorded within three months of the expiry of the probation period. Provided that the total period of probation on initial appointment of any employee shall not exceed three years including the initial period of probation.

Provided further that a person appointed to a post will be confirmed only on receipt of verification of his character and antecedents and of caste certificate (if applicable).

Provided further that a person appointed to a post will be confirmed only upon his obtaining the licences/ approvals/ certificates which form part of the requirement as per the terms and conditions of his appointment to that post.

- (b) Every person promoted to a permanent vacancy or post from lower Group to higher Group i.e. Group D to Group C, Group C to Group B and Group B to Group A and/or required to acquire the requisite endorsement within the stipulated time in respect of Licence/Certificate/Approval as may be prescribed from time to time shall also be required to undergo a period of probation of one year as notified from time to time.

Provided that the Competent Authority may, for reasons to be recorded in writing, extend the period of probation of an employee on such promotion to a permanent post or vacancy if the work and performance of the employee during the period of probation is not satisfactory or fails to acquire the required endorsement within the stipulated time in respect of Licence/Certificate/Approval as may be prescribed from time to time or alternatively, revert the employee to the substantive post without assigning any reason therefor, either during the period of probation or at the end of the

probationary period. However, a person promoted to a post will be deemed to be confirmed unless the probation is extended for reasons to be recorded in writing, within three months of the expiry of the probation period. Provided further that the total period of probation of any employee shall not exceed three years including the initial period of probation.

Provided further that a person promoted to a post shall be confirmed only upon his obtaining the licenses/ approvals/ certificates which form part of the requirements of the promotion to the higher post.

- (c) Employee may be confirmed by reducing the period of probation at the discretion of the Chairman and Managing Director/ Managing Director, except in cases of initial appointment.
13. (a) An employee of the Company is liable to undergo training anywhere in or outside India as may be required.
- (b) An employee shall undergo training, examinations, tests, whether practical or theoretical, written or oral, from time to time, as required by the Competent Authority and also qualify after such tests, where permits, approvals and licences, as applicable, are involved on such terms and conditions, as the competent authority may decide from time to time. The employees shall keep continuously current all their permits, approvals and/or licences as per the requirement of their duty and from time to time, shall obtain further permits, approvals and/or licences as required by the Competent Authority within the stipulated time. The Company reserves its right to require the employee deputed to undergo training to execute a bond, agreement, guarantee etc. in respect of the training so imparted in the manner and form, as may be prescribed setting out a minimum period of service that the employee is required to complete with the Company.

CHAPTER IV – RETIREMENT, RESIGNATION AND TERMINATION OF SERVICE

14. RETIREMENT:

- (a) An employee shall superannuate from the service of the Company on attaining the age of 58 years with retirement benefits as per applicable rules;

Provided that the Competent Authority may ask an employee to retire with retirement benefits as per applicable rules on attaining the age of 55 years on giving three months notice without assigning any reason;

Provided further that the cabin crew shall be subjected to periodic medical examination as may be prescribed by the Directorate General of Civil Aviation and the company from time to time. However, the competent authority may retire with attendant retirement benefits a cabin crew who has completed 20 years of service, and has remained, medically unfit, or has otherwise not maintained the prescribed physical standards as prescribed under the Aircraft Rules, 1937 or by the Directorate General of Civil Aviation and the company, from time to time, for a period of six months or more or offer ground duties subject to qualifications and suitability of a post. In such cases, Cabin Crew would be eligible for pay, allowances and career progression as applicable for that post.

However, other specific terms of contract of employment shall prevail.

VOLUNTARY RETIREMENT:

- (b) An employee may, by giving three months notice, voluntarily retire from service with retirement benefits as per applicable rules:
- (i) on attaining the age of 55 years; or
 - (ii) on completion of 20 years of continuous service

Provided that the Competent Authority may refuse to accept voluntary retirement by an employee under Clause (i) or Clause (ii) above in case any disciplinary action is pending against the employee or the employee is under suspension.

Provided further that the voluntary retirement under clause (ii) above shall be subject to the approval of the Competent Authority.

Provided further that if an employee serving three months notice for retirement under sub clause (i) and (ii) above, makes a request in writing for waiving the notice period in part or in full, the Competent Authority may, having regard to the merits of the case, approve such requests provided that the retirement does not become effective before the employee has actually attained the age of 55 years or has actually completed 20 years of continuous service, as the case may be.

15. The retirement of an employee shall take effect from the close of work on the last day of the month in which the employee attains the age of superannuation instead of the actual date of superannuation. Those born on 1st day of the month shall retire on the last day of the previous month.

POST RETIREMENT EMPLOYMENT:

16. (a) An employee of the level of Assistant Manager/equivalent and above who retires from service, whether on superannuation or upon voluntary retirement, shall not take up post-retirement employment for a period of one year unless he has applied for and obtained a No-Objection Certificate from the Company as per instructions prescribed from time to time in this regard.
- (b) Provided that no employee of the level of Assistant Manager/equivalent and above shall, within a period of one year from the date of his retirement, (whether on superannuation or upon voluntary retirement), take up employment with any competing airline or with any organization having competing interests vis-à-vis Air India and/or its subsidiary/ joint venture companies or with any organization with whom such employee had dealings while in the service of the Company.
- (c) A retired employee, who, in violation of Regulations 16(a) or 16(b) takes up employment within a period of one year from the date of his retirement, will be liable to forfeit his post-retirement air passage and/or Holiday Home facilities for such period as decided by the Competent Authority.

TERMINATION OF SERVICE:

17. (a) The services of an employee may be terminated without assigning any reasons to him/her and without any prior notice but only on the following grounds not amounting to misconduct under these Regulations, i.e.

- (i) if he/she is, in the opinion of the Board of Directors of the Company, incompetent and unsuitable for continued employment with the Company and such incompetence and unsuitability is such as to make his/her continuance in employment detrimental to the interest of the Company;

or

- (ii) if his/her continuance in employment constitutes, in the opinion of the Board of Directors of the Company, a grave security risk making his/her continuance in service detrimental to the interests of the Company;

or

- (iii) if, in the opinion of the Board of Directors of the Company, there is such a justifiable lack of confidence which, having regard to the nature of duties performed, would make it necessary in the interest of the Company, to immediately terminate his/her services.

Provided however that, in emergent situations for reasons to be recorded in writing, the CMD/MD may terminate the services of employees subject to the subsequent approval of such action by the Board of Directors of the Company.

- (b) The services of the employee are liable to be terminated without notice on cancellation or withdrawal of licence/endorsement/ approval in case of categories where licence/endorsement/ approval is a mandatory requirement .

RESIGNATION:

- 18. No employee shall resign from the employment of the Company without giving six months notice in writing to the Company, in case of licence/approval categories.

In all other cases, employee shall give three months notice in writing to the company or pay compensation in lieu of the notice period. Such compensation shall be equivalent to the pay and allowances the employee would have drawn during the relevant period.

Provided that Chairman and Managing Director/Managing Director in case of licence/approval categories and the Competent Authority in other cases may dispense with or reduce the period of notice on grounds of continued ill-health of the employee or such other compelling or extraordinary circumstances which in the opinion of the Chairman and Managing Director/Managing Director/Competent Authority warrants such dispensing with or reduction in the period of notice;

During the notice period, the employee is required to be on duty and serve the company. The notice period will not run concurrently with leave unless specifically permitted under exceptional circumstances by the Competent Authority.

Provided further that the Company shall have the right to refuse to accept the resignation/ termination of services by an employee where such resignation/ termination of service is sought in order to avoid disciplinary action contemplated or taken by the management or such employees who are on bond obligations and/or other obligations to serve for a specified period of time. Where the Company decides to accept the resignation of an employee who is under an obligation to serve the Company for a specified period of time after training, the Company shall also have the right, as a precondition to acceptance of the resignation, to advise the employee to reimburse to the Company expenses on imparting training and the other payments made to the employee during the training.

CHAPTER V – PROMOTION AND SENIORITY

19. An employee of the Company will be eligible for promotion to a higher scale of pay in accordance with the applicable rules made by the Company from time to time.
20. The seniority of an employee shall be determined in accordance with the applicable rules made by the Company from time to time.
21. **CURRENT CHARGE:**

When required by the Competent Authority, an employee shall hold current charge of a higher post in addition to his own duties. An employee when required by the Competent Authority to hold current charge of a higher post in addition to his own duties and when such charge is held for a period of not less than 60 days, shall be entitled to a charge allowance at the rate of 10 % of his basic pay.

CHAPTER VI – SERVICE RECORDS

22. The Company shall maintain in the prescribed form service record, by employee number, in respect of all employees of the Company, whether in permanent or temporary capacity. Records will be maintained by Personnel Department.
23. This record is intended to be a complete authorized official record of an employee during his tenure of employment with the Company.

CHAPTER VII – PAY AND ALLOWANCES

24. Pay-Scales:

The scales of pay for various categories of employees would be in accordance with Department of Public Enterprises (DPE) guidelines and shall be notified from time to time only after approval of the Board of Directors of the Company and approval of the Administrative Ministry/Government where necessary.

25. Allowances

Certain allowances may be given to the employees as may be notified from time to time by establishment orders in accordance with DPE guidelines and orders of the government issued from time to time.

26. Regulation of Pay and Allowances

The pay and allowances of an employee are payable from the date from which he takes charge of the post or service to which he is appointed unless otherwise specified in the order of appointment. If the charge of the post is assumed before 12 noon, the pay and allowances shall be admissible from the same day and if the charge of the post is assumed at 12 noon or thereafter, the pay and allowances shall be payable from the following day.

27. Pay Fixation on Appointment and promotion:

- (i) A new entrant on first appointment to a post on a scale of pay shall draw the minimum pay of the scale prescribed for the post, unless the Appointing Authority with the prior approval of Chairman and Managing Director/Managing Director issues special orders regarding the fixation of his initial pay at a higher stage considering his qualifications and experience or the special merit which shall be recorded in writing and which shall not exceed five increments in the applicable scale of pay. But the same should not be reckoned for the purpose of number of years

of service counted for the years of promotion. In cases of promotion or appointment on a permanent basis of serving employees to a higher scale, one notional increment equal to the increment being drawn by the employee in the pay scale before such promotion would be granted and pay fixed in the promoted scale rounded off to the next multiple of Rs 10/-.

Provided that, if the pay so raised is below the minimum of the higher scale, the pay shall be fixed at the minimum of the higher scale;

- (ii) On reversion to his substantive post, the employee appointed to a higher post, shall be entitled to the pay which would have been admissible to him had he not been so promoted.

28. Increment:

(1) On appointment:

- i) A new entrant on first appointment to a post in the Company shall draw his increment after completion of one year's satisfactory and approved service in the prescribed scale of pay or on confirmation, whichever is later, unless it is withheld by the competent authority for reasons to be communicated to the employee, in writing.
- ii) Subject to provisions in Clause (i) above, Increment shall be granted on the 1st of the month in which he completes twelve months of service.

(2) On promotion:

A serving employee, on promotion to a higher scale of pay, shall draw his increment in the higher scale of pay as follows, namely:

- (i) In cases where an employee on promotion is fitted at the minimum of the higher scale of pay, the increment shall accrue to him one year after the date of promotion.
- (ii) In cases where an employee is already at the maximum of his existing scale of pay on the date of promotion, the increment in the higher scale of pay shall accrue to him after one year from the date of promotion unless his secondary increment is due within the year, in which case his next increment shall accrue to him on the date on which his secondary increment falls due.
- (iii) In all other cases, the increment in the higher scale of pay shall accrue on the date on which an employee would have earned an increment in the lower scale had he not been promoted.

Provided that an employee on promotion shall draw his increment on the first of the month in which he completes 12 months of service.

(3) Secondary Increment

Employees at all levels stagnating at the maximum of the applicable scale of pay may be granted secondary/stagnation increments every alternate year of service from the date they reach the maximum of their applicable scale of pay, subject to a maximum of three secondary/stagnation increments in that grade provided that the employee gets a performance rating of 'Good' or above.

- (4) Increments are dependent on business conditions as well as the conduct of the employee and no increment within a scale of pay accrues as of right or as a matter of course. The Competent

Authority may grant, or for reasons to be recorded in writing refuse or defer an increment which shall not amount to a punishment under the Conduct Rules;

Provided that no increment shall be refused or deferred unless

- a. The employee is informed in writing of the grounds on which it is proposed to refuse or defer the increment;
 - b. He has been given a reasonable opportunity of showing cause as to why the increment should not be refused or deferred. In ordering the deferment of the increment, the Competent Authority shall state the period for which it is deferred and whether the postponement shall have the effect of postponing the future increments and
 - c. Where in a pay scale a licence bar is prescribed, the increment next above the bar shall not be granted without obtaining the licence/the specific sanction of the Competent Authority.
- (5) Employees in all levels who have in the opinion of the Competent Authority, rendered outstanding services during the year may be granted advance increment not exceeding three.
- The Competent Authority will also indicate whether the grant of Advance increment(s) will affect the date of the normal annual increments.
- (6) Leave without pay and allowances taken on medical grounds duly certified by the Medical Officer of the Company shall not affect the date of annual increment. In all other cases of leave without pay and allowances, it shall have the effect of postponement of increment to the extent of such leave availed.
- (7) Periods of absence without sanction of Competent Authority shall have the effect of postponing the date of increment to the extent of such periods of absence.

CHAPTER VIII – TRANSFERS AND TOURS

29. **Transfer:** An employee is liable to serve anywhere in or outside India and in any Corporate Function/Strategic Business Unit/Subsidiary Company/Joint Venture, as may be required.
30. The Competent Authority may transfer/re-deploy/depute an employee in exigencies of service and/or needs of administration from one Corporate Function/Strategic Business Unit/Subsidiary Company/Joint Venture and/or station to anywhere in India or abroad and/or in any of the Corporate Function/Strategic Business Units/Joint Venture or position an employee on secondment/deputation in a Subsidiary Company/Joint Venture, provided that his pay, scale of pay and continuity of service are not adversely affected by such transfers/re-deployment/deputation/secondment.
31. In exigencies of service and/or needs of administration, an employee is also liable to be sent on duty tours.
32. The terms and conditions, including payment of travelling and daily allowance and other benefits to the employees who are sent on duty tours in connection with Company's work or sent on temporary transfer/permanent transfer/posting at outstations (including foreign station), shall be governed by establishment orders/instructions/circulars as may be issued from time to time. The reimbursement of lay over allowance will be on the scales approved by the DPE or the government from time to time.
33. An employee shall be eligible for joining time of seven days inclusive of journey time in case of permanent transfer and three days inclusive of journey time in case of temporary transfer having a duration of one year. Provided that in case of a temporary transfer, joining time shall be availed immediately after the employee is released from the station and before he reports for duty in the station of transfer.

During the currency of joining time, the employee will not normally be required to attend official duties. The Competent Authority may however in the exigencies of work, call him on duty and in such case, the employee shall be allowed at a later date but not exceeding three months from the date of his reporting to the new station on permanent transfer, and fifteen days from the date of his reporting to the new station in the case of temporary transfer, to avail of the balance joining time admissible to him.

CHAPTER IX- LEAVE

General conditions regarding all kinds of leave:

34. No kind of leave can be claimed as a matter of right. 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.
35. All leave shall be applied for in writing addressed to the appropriate authority within the time prescribed by the applicable rules.
36. Sunday/Weekly off day or a holiday falling at the beginning or at the end of the leave period or both shall not be counted as part of the leave. A Sunday/Weekly off day or a holiday falling between the first and the last day of the leave period shall be counted as a part of the leave taken.

Note: A compensatory off day/days may also be prefixed or suffixed to any type of leave with the prior permission of the Competent Authority.

37. If leave is refused, postponed, revoked, the reason thereof shall be communicated to the employee concerned.
38. **Casual Leave:**

An employee shall be eligible for Casual Leave to the extent of 10 days in a Financial year either for personal reasons or on grounds of sickness. This shall not be accumulated. Normally not more than three days Casual Leave will be granted at a time. Casual Leave cannot be combined with any other kind of leave.

Note:

- (i) Employees with less than a year's service will be granted Casual Leave on proportionate basis.
- (ii) Casual Leave can be taken while on tour but no daily allowance or any other benefit shall be admissible for the period.
- (iii) Casual Leave shall ordinarily be granted for a full day; however, the Competent Authority can sanction Casual Leave for half a day at his discretion depending on each case.
- (iv) Casual Leave standing to the credit of an employee shall lapse on the date of cessation of service by way of retirement, death, resignation, removal, dismissal or termination from service etc.

39. Privilege Leave:

- (1) An employee, on completion of 12 months continuous service shall be eligible for 30 days' Privilege Leave with pay. On completion of the first 12 months service, his Privilege Leave account will be credited with 30 days and thereafter leave account will be updated as on 1st April each year at the rate of 2 ½ days per month. The Privilege Leave may be accumulated upto 300 days.

For the purpose of determining Privilege Leave entitlement, period of absence of the following types shall not count as service:

- (a) Periods on full loss of pay
- (b) Unauthorized absence
- (c) Study Leave

(2) The carryover of leave thus worked out shall be restricted to 300 days and the balance of leave, if any, shall lapse.

(3) A temporary employee, although he earns Privilege Leave from the date of his appointment, shall be eligible to avail of the leave only after he has completed one year's service.

40. **Encashment of Leave:**

(A) **WHILE IN SERVICE:**

An employee may be permitted to encash Privilege Leave subject to the following conditions, namely :-

- (a) the encashment of Privilege Leave shall be allowed at the option of the employee, only once in a financial year
- (b) Maximum number of days for which Privilege Leave can be encashed will be 15 days subject to the following conditions:
 - (i) Employee has to avail 15 days leave.
 - (ii) On the date of encashment one years' entitlement is to be retained at the credit of the employee.
- (c) for the purpose of encashment of Privilege Leave, only Basic Pay + DA shall be taken into account.
- (d) the rate of encashment per day shall be calculated on the basis of the emoluments specified in condition (c) and drawn by an employee in the month preceding the month in which he applies for encashment, divided by thirty.
- (e) no encashment of Privilege Leave shall be permissible to an employee during the period of his suspension from service; -
- (f) the amount payable towards the Privilege Leave encashment shall not be reckoned as pay for any purpose including Provident Fund contribution;

- (g) Provided that the Company may at any point of time with regard to its financial conditions disallow encashment of Privilege Leave for such duration as the Company thinks fit.

(B) ON CESSATION OF SERVICE:

While Privilege Leave standing to the credit of an employee shall lapse on the date of cessation of service on any grounds whatsoever, an employee shall be permitted to encash Privilege Leave subject to the following conditions:

- (i) In case of death of a permanent employee, the legal heirs of the deceased employee shall be paid the leave salary in respect of the Privilege Leave standing to the credit of the employee on the date of death.
- (ii) Where an employee retires from service in terms of clause (a) and (b) of Regulation 14, he will be allowed to encash Privilege Leave standing to his credit at the time of such retirement.
- (iii) The leave salary which an employee is entitled to encash shall be limited to 300 days and shall be paid in one lumpsum as one time settlement.
- (iv) The authority to grant leave shall also be authorized to grant encashment of Privilege Leave to the credit of an employee on the date of his retirement/death.
- (v) The benefit of encashment of Privilege Leave shall not be admissible to :
 - (a) Employee on contract;
 - (b) Temporary employee;
 - (c) Apprentices and Trainees;
 - (d) Employees appointed for a specific project;

- (e) Employees who resign or whose services are terminated on disciplinary grounds;
 - (f) Employees on deputation.
- (vi) for the purpose of encashment of Privilege Leave, only Basic Pay + DA shall be taken into account.
41. The salary admissible to an employee for the duration of Privilege Leave, shall in addition to his Basic Pay and personal pay, include the other allowances as decided from time to time.
42. **Half Pay Leave/Full Pay Leave:**

(i) **Flying Crew:**

A member of flying crew shall be eligible for 21 days Full Pay Leave in a Financial year. Such an employee may carry over to the next financial year any unavailed portion of Full Pay Leave not exceeding 9 days per financial year subject to the condition that the leave thus accumulated shall not exceed 80 days at any one time. This leave can be availed only on sickness ground.

(ii) **Other employees:**

All other employees (except flying crew) shall be eligible for Half Pay Leave of 20 days which may be commuted to 10 days on full pay for each financial year. This leave may be accumulated upto 120 days on full pay. This leave can be availed only on sickness ground.

43. **Adjustment of Half Pay Leave against shortfall in Privilege Leave at the time of cessation of service for the purpose of encashment of Privilege Leave as provided under Service Regulation 40(B) :**

Half Pay Leave at the credit of an employee may be adjusted against shortfall in the Privilege Leave (maximum permissible accumulation of 300 days) at the time of cessation of service for the purpose of encashment of PL as provided under Service Regulation 40(B). The cash equivalent payable for Half Pay Leave would be equal to leave salary as admissible for Half Pay plus DA. To make up the shortfall in Privilege Leave, no commutation of Half Pay Leave shall be permissible. In case of flying crew Full Pay Leave at the credit shall be first converted into half pay and number of days enhanced accordingly and thereafter adjusted as per the foregoing principle.

44. Temporary employees with less than a year's service shall be eligible for grant of Half Pay Leave/Full Pay Leave on sickness grounds on pro-rata basis.

45. **Medical Certificate:**

Any Leave for a period exceeding two days in combination or otherwise on grounds of sickness shall be supported by Medical Certificate from (a) either the Medical Officer of the Company or (b) a Medical Practitioner (of Allopathic system of Medicine) duly approved by the Company which must be countersigned by the Company's medical officer. An employee who has remained away from duties 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.

Provided that in case a member of the flying crew remains on Half Pay Leave /Full Pay Leave for seven days or more consecutively, on grounds of any illness, whether physical, psychosomatic or psychological, flying crew shall not be utilized for flight duties unless certified by a medical board constituted for the purpose by the Company. Provided further that in case of hospitalization, Certificate of Fitness from Company

empanelled hospital/Govt. hospital shall have to be submitted, which should be duly certified by the Medical Officer of the Company.

Provided further that in case a member of the flying crew (other than Cabin Crew) remains on Half Pay Leave /Full Pay Leave for fourteen days or more consecutively, on grounds of any illness, whether physical, psychosomatic or psychological, flying crew shall not be utilized for flight duties unless a reference is made to Directorate General of Civil Aviation for certification.

Provided further that India-based personnel going on leave/temporary duty abroad and falling sick in a foreign country must submit a medical certificate from a Registered Medical Practitioner practicing in the said foreign country. In case the period of sickness exceeds seven days, such Medical Certificate should be got duly countersigned by the Medical Officer of the nearest Indian Embassy/ High Commission/ Consulate.

46. Accident and disability leave:

- (1) An employee sustaining an injury caused by an accident arising out of and in the course of his employment, or by illness contracted:

- (i) during the course and in consequence of the due performance of the duties assigned to him, or
- (ii) 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 production of a medical certificate in the prescribed form be granted Accident and Disability Leave upto a maximum of one hundred and twenty days.

- (2) During the period of leave granted under sub-regulation (1) the employee shall be entitled to his full pay. Provided that an employee who is unable to resume duty after the expiry of the leave granted under this Regulation, may be granted, at the

discretion of the Chairman and Managing Director/Managing Director, an extension of such leave on full pay for a period not exceeding one year if a medical board constituted by the Company for the purpose, recommends such extension.

- (3) The grant of this leave is subject to the condition that the accident or illness is not due to the employee's negligence or default and that the employee obeys all 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.
- (4) In the case of an employee who is governed by the Employees' Compensation Act and/or the National Health Insurance Scheme and/or ESI (Employees' State Insurance) Act, the pay and allowances paid to him during such leave shall be subject to adjustment of any compensation or benefit admissible under the aforesaid Act and/or Scheme.
- (5) An employee may avail any other type of leave other than Casual Leave and special casual leave in continuation of this leave.

47. **Study Leave:**

- (1) An employee may be granted study leave by the Chairman and Managing Director/Managing Director at his discretion on the merits of each case, on such terms and conditions as he may deem necessary.

Subject to the conditions hereinafter mentioned, Study Leave may be granted to an employee, with due regard to, exigencies of service and needs of administration to enable him to undergo, in or out of India, a special course or specialized training in a specialized or technical subject or investigation of a scientific or

technical nature, having direct and close connection with the activities of the Company and the knowledge thus gained is likely to be of advantage and in the interest of the Company and it should also contribute to the improvement in the performance of the duties of the employee.

- (2) Study Leave may be granted only once in the entire period of service of an employee subject to the following conditions/criteria:
 - (a) This is for the pursuit of studies other than academic or literary subjects.
 - (b) Study Leave may also be granted for pursuing a course of higher study from a recognized educational institution, having direct and close connection with the activities of the Company and the knowledge thus gained is likely to be of advantage and in the interests of the Company.
 - (c) Privilege leave can be combined with Study Leave.
 - (d) The maximum study leave that may be granted to an employee shall be ordinarily twelve months at any one time. This may be extended upto a maximum of further twelve months, with the approval of the Chairman and Managing Director/Managing Director.
 - e) On no account this leave shall exceed twenty four months in all inclusive of similar kind of leave for study or training under any other rules.
 - (f) Study leave may be granted only to a permanent employee who has rendered not less than five years continuous service with the Company including the period of probation in the Company and who, is not due for retirement on superannuation within five years from the date on which he is expected to return to duty after the expiry of the study leave.

- (g) Every employee who has been granted study leave (initial as well as extended) shall execute a bond in the form and manner as may be prescribed by the Company, undertaking to serve the Company for a minimum of five years after the expiry of the leave.
- (h) Every employee who has been granted study leave shall send to the Head of Corporate Functions/Strategic Business Unit/Subsidiary Company concerned periodical reports on the progress of studies. The period should not normally exceed four months at one time. On completion of the course of study, the employee shall submit to the Competent Authority certificates of examination passed on special courses of study undertaken. When the course of study falls short of leave granted (initial as well as extended) the employee shall resume duty on the conclusion of the course of study.
- (i) Study Leave will not count as service for the purpose of employee earning leave of any kind.
- (j) During Study Leave, an employee will not be entitled to any facilities such as uniform, passage, etc. However, an employee will be entitled to medical facility.
- (k) Study Leave will be granted without any pay and allowances. The Company will not be liable to bear any expenditure towards the cost of study.
- (l) All applications for study leave should be submitted to the Competent Authority through the Head of Corporate Functions/Strategic Business Unit/Subsidiary Company concerned. Such applications should contain full details of the course of studies, proof of admission to the Institute/College or University together with a copy of the programme of the study etc.

and specify the examination which the applicant may be required to take. The application should be submitted sufficiently in advance of the commencement of the course.

- (m) The entire period of study leave will not count as service for the purpose of increment and neither will an employee earn notional increment upon his resuming duties after the expiry of the period of study leave.
- (n) The duration of study leave will not be reckoned to determine the duration of total service for benefits like Long Service Memento, Passage, Gratuity and Pension.
- (o) The period of study leave availed will also not be counted for the purpose of determining number of years of service in the company/in the grade, for the purpose of any promotion/any other facility based on number of years of service.

48. **Quarantine Leave:**

- (1) This leave is leave of absence from duty necessitated by presence of infectious disease 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, plague, diphtheria, typhus fever and cerebrospinal meningitis and Measles.

- (4) This leave can be combined with any other type of leave except Casual Leave or Special Casual Leave.
- (5) Quarantine leave is not admissible in cases in which an employee himself is suffering from an infectious disease. In such cases the employee should be given the normal Casual, Half Pay Leave/Full Pay Leave or Privilege Leave at his credit.

49. **Maternity Leave:**

- (1) Permanent female employees with less than two surviving children shall be eligible for grant of Maternity Leave with full pay which may extend upto 135 days. However in other cases, the provisions of Maternity Benefit Act 1961 would apply.
- (2) A member of the flying crew must report to the Medical Officer of the Company in case of missed menstruation, not later than 42 days from the first day of the last menstrual period.
 - (a) On confirmation of pregnancy, the Medical Officer will advise the concerned section/ department not to roster the flying crew member for flying duties and the said flying crew would be deemed to be on leave from the date she first reported to the Medical Officer.
 - (b) Provided further that the Company may, at its sole discretion and having regard to its work exigencies, make provisions for utilizing such female flying crew for ground duties for such period as may be recommended by the Medical Officer of the Company.
 - (c) In case the pregnancy is not confirmed, the Medical Officer would advise the concerned section/department to roster the female flying crew member for flying duties.

- (d) If menstruation does not occur within the next fourteen days of reporting for flying duties, the female flying crew member shall report to the Medical Officer of the Company, who would advise the concerned section/department not to roster the Flying Crew for flying duties. On confirmation of pregnancy, the said flying crew would be deemed to be on leave from the date she first reported to the Medical Officer.
- (e) In case of delivery after 28 weeks, the female flying crew member shall not resume duties till the lapse of 42 days from the date of delivery or till she is issued certificate of fitness for flying duties by the Company's Medical Officer, whichever is later.
- (f) Of such leave granted to the female flying crew member in terms of clauses (a), (d) and (e) above, 135 days shall be treated as Maternity Leave. The female flying crew member shall have the option to adjust all or part of the balance period of the leave against leave due to her credit, or to avail part or whole of the balance period as Leave without pay.

(3) Maternity Leave may be combined with any other kind of leave.

50. **Medical Termination of Pregnancy Leave:**

A female employee will be eligible for Medical Termination of Pregnancy leave with full pay not exceeding six weeks (irrespective of the number of surviving children), in case of miscarriage 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. In case of miscarriage or medical termination of pregnancy after the 28th week, a female employee would be entitled to Maternity Leave as provided for in Regulation 49. 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.

51. **Adoption Leave:-**

(1) A female employee who chooses to adopt a child will be eligible for Adoption Leave not exceeding ~~125~~¹⁸⁰ days provided that (a) the child adopted is four months old or less at the time of adoption (b) the adoption is valid and in compliance with the laws of the land for the time being in force and (c) that such leave is permissible only upto two surviving children inclusive of biological children. A female employee who wishes to avail of Adoption Leave shall furnish all the required documents in proof of such valid adoption.

(2) Adoption Leave can be combined with any other kind of leave.

52. **Paternity Leave:**¹⁶

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. 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.

53. **Special Leave for Injuries during sporting activities:**¹⁷

An employee who takes part in any sport in a recognized tournament as a duly authorized representative of the Company and sustains an injury while actually participating in an event of the tournament shall be eligible

for the grant of Special leave. This leave will be granted only on the recommendation of the Medical Officer of the Company. The maximum leave granted for this purpose shall not exceed 30 days in a calendar year.

54. **Special Casual Leave for sports activities:**¹²

A permanent employee or a temporary employee, who is a sportsman of all India repute and who takes part in sporting events, tournaments and matches of interstate, national or international level held either in India or abroad or an employee called for trials, tests or training connected with/preceding each selection or for coaching/umpiring/refereeing/managing of a team participating in sporting events inter-state, national or international level may at the discretion of the Competent Authority be granted Special Casual Leave subject to the conditions mentioned in clauses (i) and (ii) below:

- (i) The total period of Special Casual leave shall not exceed 30 days in any one calendar year. Any period of absence in excess of 30 days should be treated as regular leave of the kind admissible under the Service Regulations. This leave can be combined with regular leave but not with ordinary Casual Leave.
- (ii) The Special Casual Leave may also be allowed :-
 - (a) in respect of international sporting events recognized as such by any recognized apex organization for a particular sport as a member of a team which is accepted as representative on behalf of India, such as the All-India Football Federation; the Board of Control for Cricket in India, etc.
 - (b) in respect of sporting events in which participation takes place, is held on an inter-state or inter-zonal basis, and the employee concerned takes part in the event in a team as a duly nominated representative on behalf of the state or

zone as the case may be, by the recognized apex state or zonal level organization for that particular sport.

Note: This concession is not to be allowed to participation either in a national or international sporting event in which such participation of the employee concerned takes place in the personal capacity and not in a representative capacity.

- (c) This leave can also be granted to employees taking part in mountaineering/ trekking expeditions subject to the condition that the expedition has the approval of the Indian Mountaineering Federation.

55. Family Welfare Leave:

- (a) A female employee who undergoes IUCD insertion/re-insertion may be granted special leave on the day of insertion/re-insertion.
- (b) A female employee who undergoes sterilization operation may be granted Special Casual Leave not exceeding 14 days.
- (c) A male employee (a) who undergoes sterilization operation under the Family Planning Scheme or (b) whose wife undergoes non-puerperal sterilization operation under the Family Welfare Scheme may be granted upto seven days Special Casual Leave subject to the production of a Medical Certificate from the doctor who performed the operation.

- 56. Special Casual Leave may be granted by Chairman and Managing Director/Managing Director in case of natural calamity, curfew, law and order situation and other such extra-ordinary situations beyond the control of employee to commute in the city.**

57. **Special Sick Leave:** 15

- (A) Special Sick Leave will be admissible to employees at the rates and in the circumstances specified below:

(i) **Flying Crew:**

Flying crew shall, for major or prolonged illness exceeding 30 days, or where he has to undergo a surgical operation or in the event of an accident involving personal injury, be eligible for the grant of Special Sick Leave at the rate of 15 days on full pay and allowances for each completed year of service. This leave may be accumulated upto a maximum of 180 days at a time and can be availed of only when normal Casual Leave, Half Pay Leave /Full Pay Leave and Privilege Leave in excess of 75 days admissible under these Regulations are exhausted.

(ii) **Other employees:**

All other employees shall be eligible for grant of Special Sick Leave at the rate of 30 days on half basic pay for each completed year of service subject to a maximum of 180 days during the entire period of service which may be availed of only when normal Casual Leave, Half Pay Leave/Full Pay Leave and Privilege Leave in excess of 75 days admissible under these Regulations are exhausted. This leave may be availed of in cases where the employee is suffering from :

- (a) Tuberculosis
- (b) Leprosy
- (c) Cancer

- (d) Organic heart diseases requiring hospitalization and/or prolonged rest in bed
- (e) Paralysis of vascular, infective or degenerative origin affecting one or more limbs (but not including minor paralysis like Bell's palsy).
- (f) Significant mental illness treated in a Government Mental Hospital (in such cases, a certificate from the Hospital Superintendent or any other competent authority of a Government Mental Hospital empowered to issue such a certificate shall be accepted by the Company, subject to the approval of the same by the Medical Officer of the Company).
- (g) On the recommendations of the Medical Officer of the Company, special sick leave may also be granted in cases where the employee is suffering from the following diseases or ailments or injury requiring hospitalization or prolonged rest in bed.
 - (i) Head injury
 - (ii) Fracture of bone
 - (iii) Injury to any internal organ
 - (iv) renal (kidney) failure;
 - (v) hepatic (liver) failure;
 - (vi) respiratory failure
 - (vii) bone marrow failure
 - (viii) unconsciousness from any cause
 - (ix) brain abscess

- (x) liver abscess
- (xi) abscess of the bone (osteomyelitis)
- (xii) subdiaphragmatic abscess
- (xiii) intra abdominal abscess
- (xiv) empyema
- (xv) intracranial aneurysms or vascular abnormalities requiring surgical treatment
- (xvi) collagen diseases listed below:
 - 1. systemic lupes erythematosus;
 - 2. polyarteritis nodosa;
 - 3. progressive systemic sclerosis;
 - 4. polymyositis;
- (xvii) rheumatoid arthritis;
- (xviii) rheumatic polyarthritis
- (xix) septic arthritis
- (xx) sacroidosis
- (xxi) ulcerative colitis
- (xxii) crohn's diseases
- (xxiii) cirrhosis of the liver
- (xxiv) peptic ulcer and its sequelae
- (xxv) hyper or hypofunction of the endocrine glands
- (xxvi) glaucoma
- (xxvii) prolapsed intervertebral disc and its sequelae
- (xxviii) Demyelinating diseases;
- (xxix) Myasthenia Gravis
- (xxx) Coronary Thrombosis and its sequelae
- (xxxi) Any other major illness or injury requiring hospitalization continuously for a period of three

months or more provided such hospitalization has the approval of the Medical Officer of the Company.

- (B) Special Sick Leave may be granted to an employee as per his entitlement on pro-rata basis for a fraction of a year's service.

58. **Extraordinary leave:** 16-

- (a) In exceptional circumstances to be recorded by the Competent Authority and when no leave of any other kind is admissible under these Regulations to a permanent employee or a temporary employee who has completed one year's continuous service, he may be granted Extraordinary Leave i.e. leave without pay and allowances. The period of such leave shall not exceed 90 days at a time and shall not exceed 270 days in the entire service of the employee.
- (b) A temporary employee with less than one year's service is eligible for the grant of Extraordinary Leave under the above circumstances upto a maximum of 15 days without pay and allowances.

CHAPTER X – COMPENSATION

59. General condition:

The Company may lay down from time to time the quantum of compensation payable to the employees/legal heirs in respect of death, permanent/temporary disablement due to accident arising out of and in course of employment, and provided the accident is not attributable to employee's own negligence or non-compliance with instructions. Any compensation payable by the Company under these Regulations will be subject to deduction to the extent of any insurance amount, damages or compensation recoverable by an employee or his legal representatives or his heirs or successors, as the case may be, from any air transport carrier or other sources or under the Employees' Compensation Act, Employees State Insurance Act, or other laws, enforced in India or outside. Any amount recoverable by an employee on his own or his legal representatives, heirs or successors as the case may be, under any personal insurance policy taken out by an employee will not be taken into account while computing the compensation payable by the Company.

CHAPTER XI - Passage

Air passages

60. A permanent employee who has completed one year of service may be granted during the passage year return air passages for self and family on Company's scheduled services including those operated to stations abroad as also on the scheduled services operated by the Company's subsidiary airlines, in accordance with the provisions contained in the Passage Orders, as framed by the Company from time to time. The Competent Authority may at his discretion and having regard to the exigencies, sanction air passages in advance of entitlement to an employee.
61. Similarly a retired employee and the spouse of an employee who died either while in service or after retirement, may be granted during the passage year return air passages for self and such members of the family as may be decided by the Company, on Company's scheduled services including those operated to stations abroad as also on the scheduled services operated by the Company's subsidiary airlines, in accordance with the provisions contained in the Passage Orders, as framed by the Company from time to time.

For the purpose of this Regulation, the word "Year" shall mean a period of twelve consecutive months. The Company may from time to time through administrative orders define the beginning and end of the year.

CHAPTER XII - MEDICAL FACILITIES

62. Medical facilities will be provided to the employees of the Company as may be laid down from time to time by the Company. The members of the employee's family will be eligible for medical facilities in accordance with the provisions of the Contributory Family Medical Scheme, as framed and amended by the Company from time to time.
63. Retired employees and their spouse, as well as the spouse of an employee who died either while in service or after retirement, will be eligible for medical facilities in accordance with Retired Employees Medical Scheme/Retired Employees Contributory Family Medical Scheme as framed and amended by the Company from time to time, and subject to the provisions of such Scheme.

CHAPTER XIII - UNIFORMS

64. The Company shall provide uniforms free of charge or Uniform Allowance in lieu thereof to such of the employees whom the Company may notify to be required to wear uniforms. The grade of the uniform shall be such as may be determined by the Company from time to time. It shall be mandatory for an employee to whom uniform is issued, to wear the same while on duty.

Note: This regulation also applies to temporary employees other than those who are recruited only for a short period e.g. in the leave vacancy or on contract.

CHAPTER XIV - HOLIDAYS/WEEKLY-OFFS

65. **Holidays:**

The number of festival holidays allowed in a calendar year to the employees of the Company other than the members of Flying Crew, shall not exceed fifteen including the Republic Day, Independence Day and Mahatma Gandhi's Birthday. A list of such holidays will be notified before the beginning of each calendar year.

66. **Substitute Day-off:**

Any employee other than the members of the flying crew who is required to work on such holidays shall be paid compensation or allowed substitute day off wherever admissible, in accordance with such conditions as may be laid down by the Company from time to time.

67. An employee other than the members of flying crew who is required to work on such weekly off days shall be paid compensation or allowed substitute off, wherever admissible, in accordance with such conditions as may be laid down by the Company from time to time. The substitute 'day off', shall in the case of employees governed by the Factories Act be allowed in accordance with the provisions of the said Act. For other employees, the substitute 'Day off' shall be allowed wherever admissible within 30 days of the Sunday or the weekly 'off day', on which the employee works. No accumulation of such day off is permissible.

Note: A substitute day off can be combined with a Holiday or any type of leave.

CHAPTER XV - WORKING HOURS

68. All employees except the members of flying crew shall be required to work not less than 44 hours per week . All employees (except members of flying crew, who shall be governed by the applicable Flight and Duty Time Limitations) will be required to work on six days a week.

Provided that the Company may, having regard to the nature of duties being performed, make provision for employees posted in the non-operational areas, to work 40 hours a week on five working days a week pattern. However, in case of such employees, the Company will have the right to call such employees to work for upto four hours on their weekly off days, without payment of any extra allowances or grant of substitute day off in lieu of such extra hours worked.

69. The actual hours of daily work shall be as may be notified from time to time by the Head of the Department or his nominee.
70. Shift working, where applicable or required shall be regulated in accordance with the provisions of any Statute for the time being in force subject to the following:
- (1) The Competent Authority may revise, from time to time, the shift arrangements at different establishments both in regard to the composition of shifts as well as the shift timing, according to the exigencies of work.
 - (2) More than one shift may be worked in a Corporate Function/Strategic Business Unit or in any section of a Corporate Function/Strategic Business Unit at the discretion of the Competent Authority.

- (3) If more than one shift is worked in the establishment, the employees shall be liable to be transferred from one shift to another.
- (4) The shift will be arranged so as to ensure that no employee is made to work for more than 44 hours in a shift cycle. Such arrangements shall provide for a minimum rest period of eleven hours before an employee is called upon to work in his succeeding shift. The employee shall report for duty in his succeeding shift after availing eleven hours rest irrespective of the fact whether he has been required and performed overtime work in his previous shift. Provided that where an employee, due to exigencies of work, is required to report for duty before the mandatory 11 hours has been availed, then he may be called after a minimum rest period of 6 hours and would be entitled to compensation for the shortfall of 11 hours' rest at such rate as decided by the Company from time to time.
- (5) At outstations, daily hours of duty shall be fixed depending upon exigencies of work and the Company shall have flexibility to fix hours of work per day upto 9 hours per day and a limit of 44 hours per week.
- (6) At outstations, shift pattern could be a combination of normal shift for some days in a week and split shift on other days of week.
- (7) Employees shall not avail compensatory off/substitute off during night shift.
- (8) Employees are not entitled to grant of substitute day off when detained to work beyond normal shift duty when such normal shift duty is followed by rest day off.

- (9) A shift may include split shifts. A shift may also include overlapping shifts.
- (10) The Competent Authority may, by giving forty-eight hours' notice to be pasted on the notice boards to alter or vary the shifts and the hours of working of each shift at its discretion and employees shall be liable to be transferred from one shift to another at the discretion of the Competent Authority: Provided that notice of less than forty-eight hours may be given where such alteration or variation arises out of emergency or exigency.
- (11) A shift may be discontinued on giving seven days notice: Provided that no such notice is required in the case of discontinuance of any shift which has been started only in order to meet an emergency.

If as a result of the discontinuance of any shift, any permanent employee is likely to be discharged, a notice of one month of the proposed discontinuance of any shift shall be given and such employees shall be discharged having regard to the length of service in the establishment and section/trade/category concerned, those with the shortest terms of service shall be discharged first, unless for the reasons to be recorded in writing, the Company may discharge any other employee.

- (12) On restoring/restarting a shift, notice thereof shall be given in a newspaper having wide local circulation apart from being served as required by sub clause (13), the employees discharged as a result of the discontinuance of the shift shall, if they present themselves within seven days of the publication of the notice, be given preference for employment according to the length of their service in the establishment and section/trade/category concerned.

- (13) Any notice of discontinuance or of restarting a shift working required by sub clause (11) and (12) shall be served in the following manner namely:
- (a) The notice shall be displayed conspicuously on the Notice Board of the establishment; and
 - (b) A copy of the notice shall be served on the Secretary of the recognised trade union/s of the employees.
- (14) Meal intervals shall be availed by the employees to suit requirements of flight operations and flight handling and other related activities.
- (15) Any employee who after recording his attendance is found to be absent from his place of work during working hours without permission or sufficient reasons, shall be liable to be treated as absent from work during the period of his absence from his place of work. Deductions from wages for the period of absence may be made in accordance with the principles of No-work-No-pay, as also for disciplinary action.
- (16) All employees shall be at work at the establishment at the fixed time and notified from time to time. Employees attending late will be liable to deductions on the principle of "No-Work-No-Pay" as also for disciplinary action.
- (17) Every employee shall be required to record his attendance both of 'time in' and 'time out' including overtime in accordance with the procedure as may be laid down from time to time by the Company.

CHAPTER XVI - RETIREMENT BENEFITS

71. Provident Fund:

- (a) Every employee who has completed one year's continuous service shall subject to the regulations to be made hereafter in this behalf, contribute to the Contributory Provident Fund each month a minimum of 10% of Provident Fund Pay and a maximum of 100% of his Basic pay. The Company's contribution to the Fund shall however be limited to 10% of his Provident Fund pay
- (b) The Company's contribution to the Fund is payable to the employee after five years of membership of the Fund. Subject to this and the other regulations to be made hereafter in this behalf, all the accumulated balance to the credit of an employee on the day he ceases to be an employee of the Company, is payable to him or in case of his death to his nominee or nominees or Executors, as the case may be.

72. Gratuity:

The payment of Gratuity will be regulated as per the Payment of Gratuity Act, 1972 or the Regulations framed by the Company in this behalf, whichever is more beneficial.

73. Medical Facilities:

Retired employees and their spouses will be eligible for medical facilities in accordance with the applicable rules framed under Chapter XII of these Regulations.

74. Passage Facilities:

Retired employees will be eligible for passages as per the applicable orders issued under Chapter XI of these Regulations.

55-04

CHAPTER XVII – CONDUCT RULES

GENERAL CONDUCT:

75. Every employee shall at all times maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interest, credit and prestige of the Company.
76. An employee is in whole time service of the Company and shall not directly or indirectly, engage in any other business or occupation or employment and shall not accept any fees, emoluments, commission or honoraria whatsoever from any other party except where otherwise specifically permitted.

77. **GIFTS:**

- (1) Save as otherwise provided herein, no employee shall accept, or permit any member of his family or any other person acting on his behalf to accept, any gift.

EXPLANATION :- The expression "gift" 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 personal friend having no official dealings with the employee.

NOTE (1) - A casual meal, lift or other social hospitality shall not be deemed to be a gift -

NOTE (2) - An employee shall avoid accepting lavish hospitality or frequent hospitality from any individual, industrial or commercial firms, organisations, etc., having official dealings with him.

- (2) On occasions such as weddings, anniversaries, funerals or religious functions, when the making of gift is in conformity with the prevailing

religious and social practice, an employee may accept gifts from his near relatives or from his personal friends having no official dealings with him, but shall make a report to the Company, if the value of such gift exceeds -

- (i) rupees seven thousand in the case of an officer of the rank of Assistant Manager and above or in equivalent posts;
 - (ii) rupees four thousand in the case of an employee holding a supervisory post;
 - (iii) rupees two thousand in the case of an employee holding any clerical and allied post; and
 - (iv) rupees one thousand in the case of other employees.
- (3) In any other case, an employee shall not accept any gift without the permission of the Company if the value thereof exceeds-
- (i) rupees one thousand five hundred in the case of employees holding supervisory posts or above; and
 - (ii) rupees five hundred in the case of other employees.
- (4) An employee shall not accept any gifts from any proprietary concern, firm or Company which is either contracting with the Company or is one with which the employee had, has or is likely to have official dealings. Acceptance of gifts by an employee from any other firm shall be subject to the provisions of clause (3) above.

78. RESTRICTION ON PROMOTION OF ANY COMMERCIAL ENTERPRISE

An employee whether on leave or in active service shall not without the previous sanction of the Competent Authority take part in the promotion, registration or management of any commercial enterprise.

79. RESTRICTION ON PUBLICATIONS, ETC.

No employee shall except with the previous approval of the Competent Authority in his own or in the name of any other person:

- (a) own wholly or in part or conduct or participate in the editing or managing of any newspaper or other publications or electronic media or
- (b) participate in any radio broadcast or contribute any article to any newspaper or other publication or electronic media.

Provided that the Competent Authority may grant permission in case the work is of literary, artistic nature.

80. RESTRICTION ON ENGAGING IN OTHER TRADE OR BUSINESS

An employee shall not engage in any trade or business, or undertake or solicit any other employment provided that he may with the previous sanction of the Competent Authority undertake occasionally work of a purely literary or artistic nature without detriment to his normal duties.

81. INDEBTEDNESS:

An employee shall avoid habitual indebtedness. He shall be liable to be discharged on being adjudged or declared insolvent under the law for the time being in force unless he proves that such indebtedness or insolvency is the result of circumstances beyond his control and does not proceed from extravagance or dissipation. An employee who applies to be or is adjudged or declared insolvent under the law for the time being in force shall forthwith report the fact to the Head of Corporate

Functions/Strategic Business Unit at the Corporate Level or the Region, as the case may be.

82. POLITICAL ACTIVITIES ETC.

- (i) An employee shall not take part in or associate himself with or subscribe in aid of or assist in any way any political or communal organization.
- (ii) No employee shall take part in an election to Parliament or to any Legislature or Local Authority provided that:-
 - (a) an employee qualified to vote at such election may exercise his right to vote;
 - (b) an employee shall not be deemed to have contravened the provisions of the Regulations by reasons only that he assisted conduct of an election in the due performance of a duty imposed on him or under any law for the time being in force.

83. GIVING OF EVIDENCE:

- (1) Save as provided in sub-regulation (3), no employee shall, except with the previous sanction of the Competent Authority give evidence in connection with any inquiry, other than departmental inquiry, conducted by any persons, committee or authority.
- (2) Where any sanction has been accorded under sub-regulation (1), no employee giving such evidence shall criticize the policy or any action of the Company.

(3) Nothing in this Regulation 83 shall apply to:-

- (a) Evidence given to an inquiry before an authority appointed by the Government, by Parliament or by a State Legislature or any other agency/authority appointed by DGCA or on behalf of DGCA or the Company; or
- (b) Evidence given in any judicial inquiry; or
- (c) Evidence given at any departmental inquiry ordered by authorities subordinate to the Government or the Company; or
- (d) Evidence given in any departmental inquiry ordered by the Competent authority; or
- (e) Evidence given before any committee appointed by the Company.
- (f) Evidence before a Court of Law.

84. (i) **BORROWING MONEY/PECUNIARY OBLIGATION**

No employee shall, save in the ordinary course of business with a bank or a firm of standing, borrow money from or otherwise place himself under pecuniary obligation to any person with whom he is likely to have official dealings or permit any such borrowing or pecuniary obligation in his name or for his benefit or for the benefit of any member of his family; provided that he may accept or permit acceptance of a purely temporary loan of a small amount from a personal friend or relative or operate a credit account with a bona fide tradesman. An employee who repeatedly defaults on repayment of principal and/or interest on loans taken from Banks or Co-operative Societies registered under any act governing such co-operative societies, and where such default is brought to

the notice of the Bank/ Co-operative Societies shall render himself liable for disciplinary action.

- (ii) When an employee is appointed or transferred to a post of such nature as to involve him in a breach of sub-regulation (i) he shall forthwith report the circumstances to the competent authority and thereafter act in the manner directed by such authority.

85. 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 for the vindication of any official act which has been the subject of adverse criticism or an attack of defamatory character; provided that nothing in this regulation shall be deemed to preclude an employee from vindicating his private character or any act done by him in his private or personal capacity.

86. BIGAMOUS MARRIAGE:

- (1) No employee shall enter into or contract a marriage with a person having a spouse living and
- (2) No employee having a spouse living shall enter into or contract a marriage with any person

Provided that the Company may permit an employee to enter into or contract any such marriage, if it is satisfied that such marriage is permissible under the personal law applicable to such employee and other party to the marriage

- (3) An employee who has married or marries a person other than that of Indian Nationality shall forthwith intimate the fact to the Company.

87. EMPLOYMENT OF NEAR RELATIVES OF THE EMPLOYEES IN ANY COMPANY OR FIRM ENJOYING PATRONAGE OF THE COMPANY:

No employee shall, in the discharge of his official duties, deal with any matter or give or sanction any contract to a Company or firm or any other person, if any member of his family is employed 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 or any other manner and the employee shall refer every such matter or contract to the Regional Executive Director/Head of Corporate Functions/SBU/Subsidiary Company/Joint Venture, as the case may be, and the matter or the contract shall thereafter be disposed of according to the instructions of any Authority to whom the reference is made. It shall be the responsibility of each employee to intimate the company and to recuse himself from any decision which has commercial implications on behalf of Air India while dealing with any organization where such a relative is employed.

- 88. Every employee shall report to the Management if his/her spouse owns or is in any way engaged in a trade or business. The spouse or any family member or relative of the employee, for the purpose of business or trade, cannot refer to the address of any of the Offices of the Company or the residential accommodation, if provided by the company.**

89. GIVING OR TAKING OF DOWRY

- (a) No employee shall give or take or abet the giving or taking of dowry, or,
- (b) demand any dowry, directly or indirectly from the parents, guardian or relatives of the bride or bridegroom.

EXPLANATION:- For the purpose of this Regulation, "Dowry" has the same meaning as in the Dowry Prohibition Act, 1961 (28 of 1961) as amended from time to time.

90. **INVENTIONS AND PATENTS:**

No employee shall, without the previous consent in writing of the Competent Authority, 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. He shall in the event of a patent or exclusive privilege under any such enactment to make, sell and use such invention or allow others to do so, being granted to him, give to the Company the unqualified right to adapt and use the said invention or without the Company being obliged to pay any royalty or other consideration therefor. The employee shall also 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 the unqualified use, free of charge to the Company, of the said invention. The employee shall also further on demand execute in favour of the Company such letter of licence or other deed or document for the purpose, as it may advise.

Provided always that the Competent Authority shall, at any time within six months of the receipt of an intimation from the employee that he has acquired such patent or exclusive privilege in India and/or abroad, have the right to require the employee to transfer and assign such patent or exclusive patent privilege to the Company for such consideration as the Competent Authority shall at its discretion fix and if such right is to be executed, the employee shall execute all such deeds of assignment, grants and assurances and to 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.

91. ASSISTANCE TO POLICE, CUSTOMS AND OTHER AUTHORITIES:

It shall be the duty of every employee to give, when so required, all reasonable assistance to Police, Customs and such other authorities and the Company's Security and Vigilance staff in the performance of their duties.

92. JOINING OF ASSOCIATIONS:

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 integrity of India or Public Order or Morality and no employee in non-workmen category shall participate and/or associate himself with the trade union activities of the workmen category and/or hold the position of office bearer or managing committee member in such Union/Association/Guild.

93. DEMONSTRATIONS AND STRIKES:

No employee shall either on his own or in concert with other persons:-

- (a) engage himself or participate in any demonstration which is prejudicial to the interests of the Company, Sovereignty and integrity of India, the security of the State, friendly relations with foreign States, Public Order, decency, morality or which involves contempt of court, defamation or incitement to an offence or in any Bandh organized by political party or/and organization.
- (b) resort to or in any way abet any form of strike, threat or coercion or physical duress in connection with any matter pertaining to his service or the service of any other employee except in accordance with law.
- (c) take part in an illegal strike, i.e., a strike which is in contravention of the provisions of the Industrial Disputes Act, 1947.

94. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY:

- (1) Every employee shall, on his first appointment in the Company, and thereafter (only, in case of officer/executive of the level of Assistant 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.
- (2) 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' salary (i.e. Basic pay + DA) Or exceeds such limits as may be prescribed from time to time.
- (3) 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 immovable/movable property held or acquired 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.

95. DECLARATION OF DATE OF BIRTH:

- (i) Every person appointed in the Company shall at the time of such appointment, declare the date of birth by the Christian Era, and submit documentary proof of the same by means of one or more of the following documents:-

 - (a) Birth Certificate issued by Municipal Corporation, Municipality, Panchayat, Local Authority or the Registrar of Births

- (b) Matriculation Certificate issued by Board of Secondary Education or equivalent authority
- (c) School Leaving Certificate in respect of employees who have not passed Matriculation exam or its equivalent

In case an employee, for sufficient reasons shown by him to the satisfaction of the Competent Authority, is unable to produce any of the above documents in support of his date of birth, then such employee may be referred to the Medical Officer of the Company or to a Government Medical Officer for determination of the probable year and month of birth. Date of birth in such cases will be fixed as the 15th day of the probable month of the probable year.

- (ii) The actual date of birth as declared by the employee and confirmed by the documentary evidence OR the date of birth as determined consequent upon examination by the Medical Officer (as may be applicable) shall be recorded in the history of service or any other record that may be kept in respect of service of the employee of the company. The date of birth once recorded cannot be altered except in the case of a clerical error, without the previous orders of the appointing/competent authority.
- (iii) Request for alteration of date of birth on any account should not normally be entertained after preparation of history of service or any other relevant record of the employee concerned and in any case, not later than the completion of probation period. The date of birth may, however, be altered at a later stage by the Competent Authority under very special circumstances justifying the change or if the Competent Authority is satisfied that a bona fide clerical mistake has been committed and it should be rectified. No request for alteration of date of birth made after five years from the date of entry into service shall be entertained.

96. (a) A full time Director or any executive/employee involved in the decision making process of fixation of price of an Initial Public Offer (IPO)/Follow-on Public Offer (FPO) of shares of the Company and its subsidiary Companies shall not apply either himself/herself or through any member of his/her family or through any other person acting on his/her behalf for allotment of shares (which includes all types of equity related instruments) in an IPO/FPO of the Company and its subsidiary Companies, provided that Directors/employees of the Company may apply for allotment of shares out of the category of preferential quota reserved for employees/Directors of the Company.
- (b) All executives/employees including full time Directors of the Company who are in possession of unpublished price sensitive information would be prohibited from dealing/transacting either in their own name or through any member of their family in the shares of the Company.
- (c) Full time Director or executives/employees of the Company or any member of his/her family or any person acting on his/her behalf shall not apply for shares out of any preferential quota reserved for employees/Directors of other Companies.
- (d) Full time Director or executives/employees of the Company or any member of his/her family or any person acting on his/her behalf shall not invest in a competing airline or with any organization having competing interests vis-à-vis Air India and/or its subsidiary/ joint venture companies or with any organization with whom he has official dealings.

97. **SECREC:-**

- (a) The employee during or after the course of his/her employment shall not disclose to others, or use for any purpose, any confidential information including inventions and patents as described above, financial or business data, technical data or other confidential or proprietary

information obtained from the Company or from any affiliated entity of the Company or use of his/her own benefit, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Company, any confidential information.

- (b) No employee shall take any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the Company out of the work premises including from the aircraft except with the written permission of the officer authorized in this behalf nor shall he any way pass or cause to be passed or disclose or cause to be disclosed any information or matters concerning the manufacturing, preparing maintenance process, trade secrets and confidential documents of the Company including information and matters relating to the Company's business or pertaining to Defence or Security measures to any unauthorized person, Firm, Company or Corporation nor shall any employee communicate directly or indirectly to any outside party any documents or information which has come into his possession or of which he has secured knowledge in the course of his official duties, without the written permission of the Competent Authority.

98. EXCLUSIVE SERVICE:

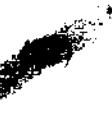
An employee of the Company shall not at any time work against the interest of the Company and shall not take any employment in addition to his job in the Company, except with the prior permission in writing of the Competent Authority.

99. MISCONDUCT:

Without prejudice to the generality of the term 'misconduct' it shall be deemed to include the following acts of omission and commission, including abetment or attempt at abetment of any of them:

- (1) Any breach or violation of any Service Regulation.
- (2) Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior.
- (3) Participation in an illegal strike or abetting, inciting, instigating or acting in furtherance thereof or any form of concerted action such as pen down, tool down strikes, work to rule, sit down strikes, proceeding on 'mass casual leave', willful slowing down in performance of work, non-cooperation, malingering or interference with the work of other employees.
- (4) Holding demonstrations or/and meetings, slogan shouting, causing nuisance, disturbance etc. inside the premises of the establishment without previous permission of the competent authority except in accordance with provisions of any law for the time being in force.
- (5) Canvassing for union membership or the collection of union dues within the premises of the establishment during working hours except in accordance with provisions of any law or with the permission of the competent authority.
- (6) Distribution or exhibition within the boundaries of the establishment or at the work place of any newspapers, handbills, pamphlets, or posters and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter without the previous sanction of the competent authority.
- (7) Issuing statements in the print, electronic or social media, whether in individual capacity or on behalf of a group or Union or Association of employees, on matters pertaining to the Company, without the express prior authorization in writing of the Competent Authority.

- (8) Willful damage to work in process or to any property of the Company and/or tampering with the properties entrusted to the Company.
- (9) Interference or tampering with any safety devices installed in or about the establishment or any airport or aerodrome or non-observance of safety precautions and rules.
- (10) Unauthorized removal or defacement of notices on the Company's notice boards.
- (11) Theft, fraud, dishonesty or misuse in connection with the business or property of the Company, or of the property entrusted to the Company including registered baggage/cargo or/and diversion of the business of the Company with the object of pecuniary gain.
- (12) Demanding or taking or giving or causing to take or give bribes or any illegal gratification.
- (13) Habitual absenteeism, absence without leave, absence from place of work without permission or sufficient cause, or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation.
- (14) Late attendance on more than 4 occasions within a month or habitual late or irregular attendance.
- (15) Breach of Customs Act, FEMA, Narcotics Act, instructions/manuals of the Department concerned/Indian Aircraft Rules/Rules/Orders by Airports Authority of India/Immigration/BCAS/DGCA authorities.
- (16) Collection without the permission of the competent authority of any money within the premises of the establishment except as sanctioned by any law of the land or rules of the Company for the time being in force.

- (17) Being under the influence of intoxicating drinks or drugs during the course of duty.
- (18) Neglect of work or gross or habitual negligence.
- (19) Disorderly or indecent conduct or commission of any act subversive of discipline or of good behaviour in the premises of the establishment.
- (20) Refusal to show or display gate passes or identity cards or to be searched at the time of entering into work premises, during work period and/or while leaving the work place.
- (21) Smoking within the premises of the establishment, where it is prohibited.
-  Possession of pecuniary resources or property disproportionate to the known sources of income by the employee, which the employee cannot satisfactorily account for.
- (23) Playing games in the establishment during duty hours without permission or indulging in acts of betting or gambling within the premises of the establishment.
- (24) Failure to inform the Company's Medical Officer of any notifiable, communicable or contagious disease contracted by the employee.
- (25) Failure to communicate to the competent authority the fact of his conviction in any court of law or imposition of any fine by statutory authorities for any criminal offence or failure to report to the competent authority the fact of his arrest by the police or confinement in jail.
- (26) Bringing outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service matters.

- (27) Giving false, wrong or incomplete information, concealing information or omitting to give relevant information regarding name, age, father's name, qualification, ability, caste/backward status, details of other relatives employed in the Company or previous service and experience at the time of employment or suppression of any information regarding conviction in a court of law for criminal offence, dismissal, removal or compulsory retirement by previous employer or producing false/bogus caste certificate claiming to be a member of SC/ST/OBC as per the Presidential Directives/Government Orders issued from time to time or any other matter germane to the employment or during the course of employment.
- (28) Leaving workplace without permission after clocking in.
- (29) Bad and Careless work.
- (30) Conduct in private life prejudicial to the reputation of the Company.
- (31) Quarrelling with, or threatening in any manner, co-workers and officers of the Company.
- (32) Smuggling, aiding or abetting in any way in the act of smuggling either inside or outside the premises or smuggling or carrying goods in the aircraft in circumstances which give rise to the presumption that it is done with the object of private trading or pecuniary gain or carrying currencies or instruments of exchange in contravention of any rules or Regulations or the orders issued by the Government.
- (33) Assaulting or misbehavior with, any customer, official/employee of the Company, or any other person having connection with the business of the Company, gheraoing, intimidating/ use of abusive language.
- (34) Refusal to work overtime or work on off day/holiday.

- (35) Sale of tickets for lotteries or raffles, whether these are for charitable causes or otherwise, except with prior permission of Competent Authority.
- (36) Attending duty without uniform/protective clothing/insignia where such uniform/ protective clothing/insignia has been provided by the Company.
- (37) Misuse of uniform/ protective clothing/ insignia provided by the Company, including, but not limited to, wearing of such uniform/ protective clothing or display of such insignia on occasions and in locations outside the premises, where the employee does not represent the Company.
- (38) Commission of any act which amounts to criminal offence or conviction in any Court of Law in any criminal offence involving moral turpitude
- (39) Defiling any property or premises of the establishment of the Company by spitting, committing nuisance etc.
- (40) Wrongful transferring of gate pass or permit.
- (41) Misuse/wrongful transfer of air passages admissible under of the Company's Passage Regulations for the benefit of its employees.
- (42) Forgery or misuse of No-Objection Certificates, official Identity Cards/ Airport Entry Permits, Passports, Visas, or any other documents that may be issued by the Company or by any Central or State Government or the agencies.
- (43) Failure to vacate Company's accommodation allotted to the employee on termination of the licence or when advised by the Company to vacate.
- (44) Subletting of Company's accommodation allotted to the employee or misusing the Company's accommodation in any manner other than for the purpose for which it is allotted.

- (45) Obtaining allotment of, or retaining Company accommodation, while in possession of or after having acquired a property in the name of self or spouse or dependent children within the city/ municipal limits as may be prescribed from time to time.
- (46) Levelling false or frivolous allegations against another employee of the Company.
- (47) Leaving station without prior permission.
- (48) Marking attendance/time card in respect of another employee or wherever the system of time clocking or electronic attendance recording system is in operation, punching incoming and/or outgoing time in respect of another employee, or removing/damaging or attempting to remove/damage the registers or electronic equipment for recording of attendance.
- (49) Giving any statements in the print, electronic or social media, on any matter related to the company or on a matter which may result in tarnishing of the image of the Company, without specific permission from the Competent Authority.
- (50) Misuse of official position for personal gain, detrimental to the interest of the company
- (51) Sexual harassment of female employees which includes such unwelcome sexually determined behaviour (whether directly or by implication) as:
 - a physical contacts and advances
 - b a demand or request for sexual favours
 - c sexually coloured remarks
 - d showing pornography

- e molestation or any overt or covert act affecting the modesty of any female employee or that of a lady passenger, while traveling on Company's flight, while on leave, duty or transfer on free/rebated passages granted by the Company.
- f indecent behaviour towards a female employee.
- g any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

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

100. PUNISHMENT:

Where a misconduct committed by an employee of the Company stands established, the Competent Authority may impose on such employee, punishment as provided hereunder:-

(A) MINOR PENALTIES:

- (a) Censure or warning, with reasons, to be conveyed in writing.
- (b) Withholding of passage benefits in full or part for specified period.
- (c) Recovery from the pay of the whole or part of any pecuniary loss caused to the Company by the default or breach of orders or negligence of the employee himself.
- (d) loss of pay and allowances for a period not exceeding 10 days.

- (e) Withholding of increments for specified period (maximum of three years) without cumulative effect

(B) **MAJOR PENALTIES:**

- (f) Withholding of increments for more than three years or with cumulative effect.
- (g) Withholding of passage benefits for lifetime.
- (h) Reduction to lower stage in the scale of pay for a specified period or cumulatively with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his pay.
- (i) Withholding of promotion for a specified period.
- (j) Reduction to a lower scale of pay, post or grade with fixation of basic pay in the lower scale of pay at a stage to be decided by the Competent Authority.
- (k) Compulsory retirement with benefits
- (l) Removal from the services of the Company.
- (m) Dismissal from the services of the Company without Provident Fund Contribution and/or Gratuity in part or full subject to adherence to the PF Regulations and Gratuity Regulations/Gratuity Act 1972, as applicable.

Note: When an employee is dismissed or removed from the service of the Company, such employee shall not be entitled to passage facilities, medical facilities, leave encashment and other post retirement facilities.

101. SUSPENSION PENDING ENQUIRY:

- (1) Where a disciplinary proceeding against an employee is contemplated or is pending or where criminal proceedings against him for any offence are pending or are under investigation and the Competent Authority is satisfied that it is necessary or desirable to place the employee under suspension, the Competent Authority may by order in writing, suspend an employee.

Note

- (i) Suspension pending enquiry shall not be deemed to be a punishment.
 - (ii) An employee, who has been suspended, save in cases covered by Regulation 101 (2) shall not absent himself from the station during the period of suspension, except with the written permission of the authority that ordered the suspension.
- (2) An employee who is arrested and/or detained in 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 he is released from custody. He shall present himself for duty immediately thereafter with the bail order/ release order failing which his absence would be treated as unauthorized. Provided further that the Competent Authority may, by an order, extend the period of suspension by placing the employee under suspension under Regulation 101.
- (3) Where a punishment of compulsory retirement, dismissal, or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these provisions and the case is remitted for further inquiry or action or

with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of compulsory retirement, dismissal or removal and shall remain in force until further orders unless otherwise specified by the Appellate or Reviewing Authority.

- (4) Where a punishment of compulsory retirement, dismissal, or removal from service imposed upon an employee is set aside or declared or rendered void in consequence of or by decision of a court of law and the Company has been given liberty to initiate fresh enquiry or to proceed with the departmental enquiry from a given stage, and the disciplinary authority, on consideration of the circumstances of the case, decides to hold such fresh or further inquiry against him on the allegations on which the punishment of compulsory retirement, 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 compulsory retirement, dismissal or removal and shall continue to remain under suspension until further orders.
- (5)
 - (a) 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 Competent Authority. A decision in this regard shall be taken within a period of ninety days from the date of suspension.
 - (b) Where an employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceedings or otherwise) and any other disciplinary proceedings are commenced against him during the continuance of that suspension, the authority competent to place him under suspension may, for reasons to be recorded in writing, direct that employee shall continue to be under suspension until the conclusion of all other proceedings.

- (6) An order of suspension made or deemed to have been made under these Regulations may at any time be revoked by the Competent Authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.

SUBSISTENCE ALLOWANCE:

- (7) An employee who is placed under suspension shall, during the period of such suspension, be paid a subsistence allowance at the following rates, namely:
- (a) Where the departmental enquiry is contemplated or is pending, the subsistence allowance shall, for the first 90 days from the date of suspension be equal to one-half of basic wages, dearness allowance and other compensatory allowances except productivity/performance linked incentive, for which the employee would have been entitled if he was on leave with wages.
 - (b) If the departmental enquiry gets prolonged and the employee continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be equal to three-fourth of such basic wages, dearness allowance and other compensatory allowances except productivity/ performance linked incentive for which the employee would have been entitled if he was on leave with wages:
 - (c) Where such enquiry is prolonged beyond a period of ninety days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding ninety days, be reduced to one-fourth of such basic wages, dearness allowance and other compensatory

allowances except productivity/ performance linked incentive for which the employee would have been entitled if he was on leave with wages.

- (8) (a) When an employee who is or was under suspension under Clause (1), (3) or (4) of Regulation 101 is acquitted honourably of all the charges against him, he shall receive full pay and allowance for the period under suspension in lieu of the subsistence allowance already paid to him.
 - (b) When, however, an employee who is or was under suspension under Clause (1), (3) or (4) of Regulation 101 is not honourably acquitted on any one or more charges, the Competent Authority shall decide what pay and allowances, if any, the employee shall receive in lieu of the subsistence allowance for the period of suspension. The Competent Authority shall also decide as to what portion of the period of suspension for which full pay and allowance are not authorized shall be treated as a period spent on duty.
 - (c) When an employee is found guilty of the charges, he shall not be entitled to pay and allowance for the period of suspension except the subsistence allowance already paid to him.
- (9) If an employee is suspended under clause (2) of Regulation 101 consequent upon his arrest by the police on a criminal charge or otherwise and is detained in custody, and is subsequently acquitted by a Court of Law or no prosecution is initiated by the authorities, the period of suspension shall be regularized for all purposes by granting him leave with or without pay, as the case may be.

102. POWER TO AWARD PUNISHMENT:

The authority competent to impose the punishments mentioned in Regulation 100 and the corresponding Appellate Authority and Reviewing Authority separately notified by the Chairman and Managing Director/Managing Director.

An Appellate Authority may for any reason assume the role of a Competent Authority and impose punishment which the Competent Authority is empowered to impose. In such cases, the appeal shall lie with the next higher authority, i.e., the Reviewing Authority. Similarly, a Reviewing Authority may for any reason assume the role of Appellate Authority and decide an Appeal preferred by an employee against an Order of the Competent Authority. In such cases, the Review, where required, will be done by the next higher authority.

103. PROCEDURE FOR AWARDING PUNISHMENTS:

(1) Procedure for Imposing Minor Penalties:

Where it is proposed to impose any of the minor penalties specified in Regulation 100 (A) (a) to (e), the employee concerned shall be informed in writing of the imputations of the misconduct or misbehaviour against him and given an opportunity to submit his written statement of defence within a specified period not exceeding 15 days. The defence statement, if any, submitted by the employee shall be taken into consideration by the Competent Authority before passing orders.

The record of the proceedings shall include:

- (i) a copy of the statement of imputations of misconduct or misbehaviour.
- (ii) his defence statement, if any, and;
- (iii) The orders of the Competent Authority together with the reasons thereof.

(2) **Procedure of Imposing Major Penalties:**

- (a) No major penalty specified in Regulation 100 (B) (f) to (m) shall be awarded to an employee unless he has been informed in writing of the alleged misconduct and has been afforded an adequate opportunity of defending himself in accordance with the procedure laid down in this regard in Schedule I.
- (b) Notwithstanding anything contained in these Regulations, it shall not be incumbent upon the Competent Authority to impose a punishment, to follow the procedure laid down in Schedule I before imposing any of the penalties enumerated in Regulation 100, on an employee, in case of cancellation of Caste Certificate produced by the employee claiming to be belonging to SC/ST/OBC by the appropriate authorities specified under the Presidential Directives/Govt. orders from time to time or on verification by the appropriate authorities, it is established that the claim to belong to SC/ST/OBC is false.

104. **APPEALS:**

- (i) An employee may appeal against an order imposed upon him on any of the penalties specified in Regulation 100 to the Appellate authority notified under Regulation 102.
- (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 notified under Regulation 102. The Appellate Authority shall consider the appeal and pass appropriate orders within 3 months from the date of receipt of appeal by him. The Appellate Authority may pass order confirming, reducing or setting aside the punishment either prospectively or retrospectively.

105. **SERVICE OF ORDERS, NOTICES ETC.**

Every order, notice and other process made or issued under these Regulations shall be served on the employee concerned in person or communicated to him by Registered Post at his last known address available on record. It shall be the responsibility of the employee concerned to keep the Company updated of his change of address and in case the employee fails to notify the change of address, all communications sent to his last known address available on record shall be deemed to have been served on the employee and it shall be the responsibility of the employee concerned to arrange to receive such communications from the last known address.

REVIEW:

106. An authority higher than the Appellate Authority notified under Regulation 102 may review a case at any stage either on his own motion or on the application of the employee concerned on grounds of material irregularity and vary the punishment awarded in any manner within his competence. The Reviewing authority may also exercise his power to review a case upon production of new facts either by the Competent Authority or by the employee, provided these facts were not within the knowledge of the Competent Authority or the employee (as the case may be) during the enquiry proceedings.) When the Reviewing Authority proposes to enhance the punishment, a show cause notice shall be issued asking the employee to show cause as to why the punishment should not be enhanced in the manner proposed. The employee shall be allowed a reasonable period within which his explanation should reach the Reviewing Authority. The explanation, if received within the specified period, shall be taken into consideration before final orders are passed by the Reviewing Authority.

107. The Disciplinary proceedings initiated against an employee before his superannuation/retirement will continue after superannuation/retirement of the employee concerned. It will be open to the Competent Authority to impose the punishment of dismissal/removal from service with effect from the date of superannuation/retirement of the employee. In that event the Competent Authority may deny retirement benefits to the employee. Additionally, the Competent Authority by means of an order in writing, would decide the quantum of Gratuity and Employer's contribution of Provident Fund and interest thereon (in part or in full) to be withheld considering the nature of misconduct or pecuniary loss alleged to have been caused to the Company and the same will not be paid to the employee at the time of his retirement. The decision to forfeit the withheld amount of gratuity and company's contribution towards Provident Fund alongwith interest (in part or in full) will depend upon the prevalent law governing the subject as well as upon the outcome of the disciplinary proceedings.
108. For the purpose of the completion of the disciplinary proceedings which have been initiated prior to his retirement/superannuation, the employee shall attend the pending enquiry/disciplinary proceedings till the completion of the same in the same manner, discipline and obedience as if he was in service failing which the Head of Corporate Function/ Strategic Business Units at Corporate level or Region, as the case may be, shall be within his right to withhold his retirement dues and post-retirement facilities and benefits.

SCHEDULE I

1. When the Competent Authority is of the opinion that there are grounds for enquiring into the truth of any imputation of misconduct or misbehavior against an employee, it may under these regulations, institute a departmental enquiry to enquire into the truth thereof.
2. Before initiating any enquiry, the Competent Authority may, if it considers necessary, order a preliminary enquiry/investigation or call for the explanation of the employee concerned, to ascertain if there is any prima facie case against the employee concerned.

Notwithstanding anything to the contrary contained hereinabove, the disciplinary cases relating to misconduct of sexual harassment under these regulations shall be investigated and inquired into by the Complaints Committee constituted by the Competent Authority by an Order, and such Complaints Committee so constituted shall be deemed to be the Enquiry Authority, and its Report shall be treated as Enquiry Report within the meaning of these regulations for the purpose of taking further disciplinary action under these Regulations. In case the Complaints Committee finds the complaint against the employee has been established, the Competent Authority may impose penalty, as it may deem appropriate, after issuing a show cause to the employee, along with a copy of the findings of the Complaints Committee.

3. When it is proposed to hold an enquiry against an employee, the Competent Authority shall frame definite charges setting out the grounds on which it is proposed to take action with a statement of allegation enumerating all the facts and circumstances.

4. The charges shall be communicated to the employee concerned asking him to put in, by a prescribed date, a written statement of his defence and to state whether he desires to be heard in person. Atleast one week should be allowed for submitting written statement of defence.
5. On receipt of the written statement of the employee or if no such written statement is received within the prescribed time, the Competent Authority may appoint as Enquiry Officer any serving/retired Official of the Company or a retired Public Servant.
6. The Competent Authority may also appoint a serving official of the Company as Presenting Officer to present on its behalf the case in support of the charges.
7. The employee may be permitted, if he so desires, to have under his own arrangements the assistance of a serving employee of the Company located in the same station as Defence Assistant to defend him during the course of the enquiry. No outside representation including a legal practitioner for the purpose shall be permitted under any circumstances. However, the Competent Authority, at its discretion, may at the request of the employee concerned for good and sufficient reasons, permit any other serving employee from any other station to assist the employee as 'Defence Assistant'. Further, the employee shall not take the assistance of another employee who has two pending disciplinary cases on hand in which he has to give assistance.
8. The Enquiry Officer shall conduct the enquiry, upon serving prior notice on the employee concerned, at the time, date and place specified in the notice. The Enquiry officer shall ask the employee whether he pleads guilty or not guilty and/or has any defence to make and if the employee pleads guilty to any of the charges, the Enquiry Officer shall record the plea, sign the proceedings of the

enquiry and obtain the signature of the employee concerned thereon. The Enquiry Officer shall thereafter record its findings in respect of these charges to which the employee pleads guilty.

9. If the employee does not plead guilty, the Enquiry Officer shall continue with the enquiry calling upon the Presenting Officer to produce the oral and documentary evidence by which the charges are proposed to be proved. The witnesses shall be examined by the Presenting Officer one after another and upon examination of each witness, such witness may be cross-examined by the employee or on behalf of the employee by the Defence Assistant.
10. The employee shall be given an opportunity to produce his evidence in defence. The witnesses produced by the employee concerned shall be first examined by him or on his behalf by the Defence Assistant and thereafter the witnesses may be cross-examined by the Presenting officer. The employee may also examine himself in his own behalf, if he so desires, and in that case he will be liable to be cross-examined by the Presenting Officer. When the employee concerned fails to avail of this opportunity to lead evidence on his behalf and/or refuses/declines to cross-examine the Management witnesses, the Enquiry Officer shall record the same. The Enquiry Officer may at his discretion refuse to call any witness or disallow any witness to adduce evidence, for sufficient reasons which should be recorded in writing by the Enquiry Officer.
11. The Enquiry Officer shall take on record the evidence, both documentary and oral on both sides, and may after completion of the production of evidence on both sides, hear the Presenting Officer and the employee concerned or his Defence Assistant and if the Enquiry Officer so desires direct them to file written briefs.

12. If the employee concerned does not appear in person or otherwise fails or refuses to participate in the Enquiry proceedings at any stage, the Enquiry Officer may hold the enquiry ex-parte.
13. Whenever any Enquiry Officer, after having heard and recorded the whole or any part of the evidence in an enquiry ceases to be the Enquiry Officer for any reason and is succeeded by another Enquiry Officer who has and who exercises such jurisdiction, the Enquiry Officer so succeeding may continue the enquiry from the stage at which the proceedings were left by his predecessor or commence the enquiry afresh.
14. After the conclusion of the enquiry, the Enquiry Officer shall draw up a report which shall contain
 - (a) a gist of the charges and the statement of imputations of misconduct/misbehaviour.
 - (b) a gist of evidence led in support of the charges and the defence of the employee in respect of each article of the charges.
 - (c) an assessment of the evidence in respect of each article of the charges.
 - (d) the findings on each article of the charges and reasons therefor.
15. The Enquiry Officer shall forward to the Competent Authority, the records of enquiry which shall include:
 - (i) the report of the Enquiry Officer

- (ii) oral and documentary evidence produced in course of enquiry
 - (iii) written briefs submitted by the Presenting Officer or the employee concerned or both.
- 16. On receipt of the report of the Enquiry Officer, the Competent Authority may, for reasons to be recorded by it in writing, remit the case back to the Enquiry Officer and the Enquiry Officer shall thereupon proceed to hold further enquiry/or order a de-novo enquiry, if in the opinion of the Competent Authority (i) there has been material irregularity in the enquiry and/or (ii) fresh evidence relevant to the charges leveled against an employee has come to light after issuance of the charge memo and such evidences is necessary to be appreciated for establishing the charges.
- 17. The Competent Authority shall if it disagrees with the findings of the Enquiry Officer on any of the charge, record its reasons for such disagreement.
- 18. Before award of punishment within his competence, having regard to the findings, the Competent Authority, shall forward a copy of the Report of the Enquiry Officer, along with its reasons for disagreement with the findings, if any, to the employee concerned calling upon him to submit his submissions on the findings of the Enquiry Officer.
- 19. The Competent Authority shall award punishments within its competence and where the case deserves a punishment higher than what he is competent to award, he shall forward the case to the higher competent authority for orders, which shall dispose of the case without further preliminaries and as if the entire proceedings had been carried out by that authority.

20. In case the punishment proposed is (i) Reduction to a lower scale of pay, post or grade or (ii) Compulsory Retirement or (iii) Removal from the services of the Company or (iv) Dismissal without Provident Fund Employer's Contribution and/or Gratuity in part or full, the Competent Authority shall also call upon the employee concerned to submit his say on the quantum of punishment within seven days of receipt such notice.
21. In awarding punishment, the Competent Authority shall take into consideration the extent and gravity of the misconduct, the previous service record of the person charged and any extenuating or aggravating circumstances of the case.
22. Common Proceedings: Where two or more employees are alleged to have been involved in a misconduct of a common nature, the Competent Authority may appoint common Enquiry Officer and Presenting Officer and the Enquiry Officer may conduct a common proceeding in respect of all such employees.
23. Employees on deputation from Central or State Government etc.: Where an order of suspension is made or disciplinary proceedings is taken against an employee who is on deputation to the Company from the Central or State Government or another Public Sector Undertaking or a local authority, the Authority lending his services (hereinafter referred to as "Lending Authority") shall forthwith be informed of the circumstances leading to the order of his suspension, or the commencement of the disciplinary proceedings, as the case may be, as well as the action taken thereon.
24. If at any stage of the disciplinary proceedings and/or before passing of final orders by the Competent Authority, the employee against whom disciplinary proceedings have been pending, dies while in service or after retirement, such disciplinary proceedings shall be treated as closed.

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