

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.