



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

No. B-20019/8/2023-HRM/ 725

29.09.2023

The General Secretary  
Airports Authority Employees' Union (Reg. No.3515)  
Rajiv Gandhi Bhawan Branch  
Corporate Headquarters  
New Delhi 110 023

**Sub: Grant of Recognition to majority Union in Airports Authority of India**

Sir,

Reference is invited to

- (i) Circular No. B-20019/1/2022-HRM-Part (1)/117 dated 17.02.2023 reg. Secret Ballot Election (2023) in AAI;
- (ii) This office letter No. B-20019/1/2022-HRM-Part (1)/117 dated 03.07.2023 reg. filing of nomination and symbol by contesting unions for the ensuing secret ballot election;
- (iii) This office letter No. B-20019/1/2022-HRM-Part(1)/406-431 dated 20.7.2023 notifying contesting unions and circulating thereby modalities issued by the Retuning Officer & Dy. CLC(C), New Delhi vide notification No. ND.11(01)/2023-Vfn dated 07.7.2023;
- (iv) This office letter No. B-20019/1/2022-HRM-Part(1) dated 11.8.2023 stipulating Comprehensive modalities for conduct of Trade Unions Referendum, 2023 in the establishment of AAI; and
- (v) This office letter of even number dated 05.09.2023 reg. Majority Union.

2. In this regard, consequent to conduct of Trade Unions Referendum on all India basis under the supervision of the Returning Officer & Dy. CLC(C), New Delhi on 28.08.2023 and declaration of final result by the Ministry of Labour & Employment vide letter No. Z-13025/28/2022-IR(Imp-I) dated 22.09.2023 (copy enclosed), the AAI Management is pleased to grant *Recognition* to **Airports Authority Employees' Union (Regn. No. 3515)**, with symbol "**Jhanda**" as the Majority Union in AAI (on all India basis) for a period of five years w.e.f **29<sup>th</sup> Sept, 2023** upto **28<sup>th</sup> Sept, 2028** or till the Union continues to retain its Registration (No. 3515) under the Trade Unions Act, 1926 or the AAI Management withdraws the *Recognition*, whichever is earlier.

3. The Union and its members shall co-operate with the Management in its efforts to improve / achieve organizational goals & objectives. The Union shall abide by the Terms & Conditions of *Recognition* (Annexure-I) and the Code of Discipline (Annexure-II). The Union and its members shall not resort to gheraos and other unlawful / coercive tactics, etc., and shall not go on strike without proper notice to the AAI Management as per the relevant Acts / Codes amended from time to time. In case of violation of any of stipulated Terms and Conditions or Code of Discipline, the AAI Management will be free to withdraw *Recognition* being granted hereby.

4. The effective date of *Recognition* shall be the date on which the above named union shall give its acceptance.

(Dr. H. Srinivas)  
Member (HR)

Encl.: As above

Copy to :

1. Director, Ministry of Labour & Employment, Govt. of India, New Delhi
2. Under Secretary, Ministry of Civil Aviation, AAI Section, Rajiv Gandhi Bhawan, New Delhi
3. Returning Officer & Dy. Chief Labour Commissioner (Central), New Delhi

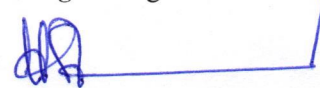
**Annexure -I**

**TERMS & CONDITIONS OF RECOGNITION**

1. The term of *Recognition* of the Union will be for a period of five years w.e.f **29<sup>th</sup> Sept, 2023** upto **28<sup>th</sup> Sept, 2028** or till the Union continues to retain its Registration (No. 3515) under the Trade Unions Act, 1926 or the AAI Management withdraws the *Recognition*, whichever is earlier.
2. The Union shall observe the mutually agreed Code of Discipline (Annexure-II). The AAI Management on its part will also abide by the Code of Discipline as evolved.
3. During the term of *Recognition*, the Union shall be entitled for certain privileges & facilities as per Annexure-III, or as amended by the AAI Management from time to time. However, consequent to expiry of *Recognition* period, the privileges & facilities accorded to the Recognised Union shall stand withdrawn with immediate effect.
4. While performing its role, the Recognised Union is called upon to observe the following :
  - 4.1 That the Airports Authority of India operates round the clock every day and as a statutory duty to serve the operating airlines/aircraft etc., both national as well as international within the Indian Airspace and any disturbance in its operation will have adverse implication in the field of Civil Aviation. The Union, will therefore, desist from taking any action which will jeopardize the safety of aircraft, passengers, cargo, operation or overall functioning of AAI and its associates or subsidiaries or Joint Ventures with AAI stake and AAI regular non-executives working, etc. and as decided from time to time.
  - 4.2 That the Union will represent only such category of non-executive regular staff as were made eligible to vote in the Trade Unions Referendum during 2023.
  - 4.3 That the Union shall ensure strict compliance of procedures in existence, for the redressal of individual employee's grievances.
  - 4.4 That the office bearers of the Recognised Union shall not leave their place of work during working hours for union work without specific permission of the appropriate authority, except to attend the scheduled Union meetings which has been duly sanctioned by the AAI Management. Further, they shall also perform the shift duties, as per Rules.
  - 4.5 That the Recognised Union shall be entitled to discuss all policy issues relating to the employees viz. fundamental terms of employment, conditions of service, transfer policy, housing allotment, CPF, sports, medical benefits, uniform, canteen facilities and all other issues relating to industrial relations and welfare in the interest of the categories of the non-executives represented by the Recognised Union.



- 4.6 That the Union shall not paste any posters or pamphlets at AAI offices / Airports / Units / AAI buildings / furniture / almirahs and further shall not deface the same, including writing on the walls / glass of office and other buildings in AAI offices and staff colonies, etc.
- 4.7 That in case the Union wishes to hold its General Body Meeting, etc., within the premises of Rajiv Gandhi Bhawan or adjoining area, a prior written approval is required from the AAI Management. Such meetings may be conducted with prior permission from the AAI Management at (-2) level basement of 'C' Block or any space allotted by the AAI Administration, which shall not disturb the official working either of the Ministry of Civil Aviation or AAI. Likewise, at RHQs, Airports, stations, Units, and other AAI offices, the Union with prior approval by concerned authority, may hold such meetings at designated space and time to be provided by AAI administration at local level. However, no meetings, etc., shall be held during office hours and such meetings shall not disturb the official working.
- 4.8 The Union shall not create noise pollution (e.g. play *dhol* or percussion instruments) and refrain from using loudspeakers within the AAI premises at Rajiv Gandhi Bhawan, Udaan Bhawan, respective RHQs, Airports, stations, Units, other AAI buildings and staff colonies, etc.
5. In the event of the Union violating any of the terms & conditions agreed to by the Union, the AAI Management will be free to withdraw the *Recognition* granted to the Union.



-----

**Annexure-II**

**CODE OF DISCIPLINE**

The Union agrees to observe the following Code of Discipline.

**1. Management and Union agree -**

- (i) That no unilateral action shall be taken in connection with any industrial matter and that disputes shall be settled at appropriate level.
- (ii) That the existing machinery for settlement of disputes shall be utilized with utmost expedition.
- (iii) That there shall be no strike or lock-out or pen-down without notice.
- (iv) That affirming their faith in democratic principles, they bind themselves to settle all future differences, disputes and grievances by mutual negotiation, conciliation and voluntary arbitration.
- (v) That neither party will have recourse to (a) coercion, (b) intimidation, (c) victimization or (d) go-slow.
- (vi) That they will avoid (a) litigation (b) sit-down and stay in strikes and (c) lock-outs.
- (vii) That they will promote, constructive co-operation between their representatives at all levels and also between workers themselves and abide by the spirit of agreement mutually entered into.
- (viii) That they will establish upon a mutually agreed basis, a grievance procedure which will ensure a speedy and full investigation leading to settlement.
- (ix) That they will abide by various stages in the grievance procedure and take no arbitrary action which would by-pass this procedure.
- (x) That they will educate the Management's personnel and non-executives regarding their obligations to each other.

**2. Management agrees -**

- (i) Not to support or encourage any unfair labour practices such as (a) interference with the right of employees to enroll or continue as union members, (b) discrimination, restraint or coercion against any employee because of recognized lawful activity of trade union and (c) victimization of any employee and abuse of authority in any form.
- (ii) To take prompt action for (a) settlement of grievances and (b) implementation of settlements, awards, decisions and order.
- (iii) To distinguish between actions justifying immediate discharge and those where discharge must be preceded by warning, reprimand, suspension or some other form of disciplinary action and to arrange that all such disciplinary action should be subject to an appeal through normal grievance procedure and as per the AAI Employees (Conduct, Discipline and Appeal) Regulations, 2003.



3. **Union agrees -**

- (i) Not to engage in any form of physical duress, intimidation, threats, manhandling, etc.
- (ii) Not to permit demonstrations which are not peaceful and not to permit rowdyism in demonstration.
- (iii) Not to permit using intemperate and / or abusive language by any office bearer.
- (iv) That their members will not engage or cause other employees to engage in any union activity during working hours.
- (v) To discourage and not to resort to unfair labour practices such as (a) negligence of duty, (b) careless operation, (c) damage to Govt. / AAI or its associate's property, (d) interference with or disturbance to normal work and (e) insubordination, etc.
- (vi) To take prompt action to implement awards, agreements, settlements, orders and decisions.
- (vii) Not to threaten and not to resort to gheraos, go-slow, unlawful demonstration, shouting slogans, interfering in official dealing, causing disruption in any manner, not to interfere in day to day official work.
- (viii) To display in conspicuous places in the Union offices, the provisions of this Code in the local language(s) apart from Hindi and English.
- (ix) To express disapproval and to take appropriate action against office-bearers and members for indulging in action against the spirit of this Code.



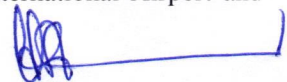
\*\*\*\*\*

**Annexure-III**

**PRIVILEGES AND FACILITIES TO BE PROVIDED TO  
THE RECOGNISED UNION**

A. ACCOMMODATION FOR OFFICE, TELEPHONE ETC., FOR RECOGNISED UNION

1. **Accommodation**: Accommodation for Central Office as well as Branch Offices will be provided only to the Recognized Union to facilitate the working of the Union at Regional Headquarters, Chennai International Airport, NSCBIA Kolkata and major Airports / Stations / Units in consultation with the Regional Secretary / Branch Secretary as the case may be.
  - (i) *Central Office* – Location of a Central Office will be as per existing arrangements. However, any change will be decided in consultation with the General Secretary of the Recognised Union.
  - (ii) The Union Offices at Regional Headquarters, Chennai International Airport, NSCBIA Kolkata, Rajiv Gandhi Bhawan, AIU, CRSD, RCDU, FIU and Operational Building will continue as per existing arrangements.
2. **Furniture**: Suitable furniture shall be provided which will include chairs and tables. For Union offices at each Regional Offices, Chennai International Airport and NSCBIA Kolkata, one big and one small steel almirah shall be provided. For other offices, one steel Almirah shall be provided.
3. **Personal Computer**: One Personal Computer with printer will be provided at the Central Office and one PC with Printer in the Office at each Regional Offices, Chennai International Airport and NSCBIA Kolkata, Stations, Units of the Recognized Union.
4. **Telephone facilities**: The telephone facilities will be provided to the Recognised Union as follows :
  - (i) Central Union Office :
    - One telephone with Fax and STD facilities as per the existing provisions.
    - One telephone with STD facility. [This facility has already been provided]
    - Reimbursement of the rentals and calls upto 7500 local calls bimonthly will be allowed inclusive of STD calls which are converted into local calls.
    - One extension line from EPABX exchange as per the existing provisions.
  - (ii) Regional offices at five Regional Headquarters and Branch offices at Chennai International Airport and NSCBIA Kolkata :
    - One telephone with STD facility will be provided at each Regional Offices, Chennai International Airport and NSCBIA Kolkata.
    - Reimbursement of the rentals and calls will be up to 2000 local calls bimonthly inclusive of STD calls which are converted into local calls will be allowed for both the offices at Regions, Chennai International Airport and NSCBIA Kolkata.



(iii) **Branch Offices :**

- One direct telephone at the domestic airports headed by APD besides one extension from EPABX.
- Reimbursement of rentals and calls will be allowed up to 750 local calls bimonthly.
- One extension line from EPABX exchange with zero dialing facility for local calls will be provided in small stations on need basis and approved by the Corporate Headquarters in consultation with General Secretary.

5. **Special Casual Leave:** The Special Casual Leave to the office bearers of the Recognised Union will be granted as follows :

- Special Casual Leave of maximum 20 days in a calendar year to the members of CEC of the Recognized Union.
- Special Casual Leave of maximum 10 days in a calendar year will be granted to the Office Bearers of the Recognized Union at the Regions and Airports where formal Union office is set up and formal list of Union office bearers has been communicated to the local management on the recommendation of Regional Secretary and Branch Secretary as the case may be.
- The other delegates who are not office bearers of the Branch or the Regional office or CEC Member will be granted maximum of 10 days special casual leave for attending All India Central Meeting of the Recognized Union. The above said leave will be allowed only on the recommendation of the General Secretary of the Recognized Union.

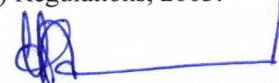
However, the General Secretary shall ensure to submit consolidated list of CEC/COB members to Industrial Relations Section, Dept. of HRM, CHQ. A consolidated record of Union members availing Special Casual Leave shall be maintained at CHQ and respective RHQs.

6. **TA / DA :**

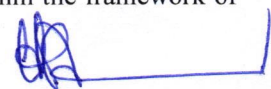
- (i) Members of CEC shall be entitled to travel by train AC-3 tier or as per their entitlement whichever is more. However, DA will be paid as per their entitlement.
- (ii) Other office bearers of the Recognised Union who are invited by formal written notice / letter by the AAI Management on the recommendation of the Recognized Union to attend meeting / conference etc. will be entitled to TA/DA as per their entitlement. The period of stay including journey period for attending official meetings etc., will be treated as period spent on duty.

7. **Protected Workmen:** The office bearers to the extent permissible shall be recognized as protected workmen for each period, on submission of the letter / request by Recognised Union.

8. **Notice Board:** The Recognised Union is allowed to put-up Notice Board at a suitable site as be allocated by the AAI Management. The Recognised Union may affix thereon any information which is not abusive, indecent, inflammatory, defamatory or subversive of discipline or otherwise contrary to the letter & spirit of the Code of Discipline and as prescribed in the AAI Employees (Conduct, Discipline and Appeal) Regulations, 2003.



9. **Check off Facility:** The Recognised Union shall be entitled for check-off facility. Union Subscription from the members of Recognised Union will be deducted from the salary after receiving the written consent / authorization from the individual employee. The amount so received by way of subscription will be remitted to the Union by Finance Department directly as per the details provided by the General Secretary of the Recognised Union.
10. **Participation of the Representative of the Recognised Union:** The Recognised Union shall be entitled to discuss all policy issues relating to the employees viz., fundamental terms of employment, conditions of service, transfer policy, housing allotment, CPF, Sports, medical benefits, Uniform, canteen facilities and all other issues relating to industrial relations and welfare in the interest of the staff represented by the Union and also the members of all such Committee.
11. **Meetings with the Recognised Union:**
- (i) The nominated representatives of the Recognised Union, not exceeding five, may meet and discuss with the accredited representatives of the AAI Management (CHQ / RHQs / Airports / Field Station) on the general and collective grievances of the regular non-executives posted at the respective stations / units on the appointed date and time as mutually convenient.
  - (ii) The periodical meeting at CHQ may be held once in a month with General Manager (HR) and once in 06 months with other senior management. The periodical meeting may be held once in a year with the Chairman, if required. These meetings will be held with proper agenda and with at least two / three weeks' prior notice.
  - (iii) The accredited officer in the O/o Regional Executive Director / Airport Director / Airports / Field Units will meet the accredited representatives of the Union once in a month on mutually agreed date and time. In so far as Regional Headquarters, Chennai International Airport, and NSCBIA Kolkata are concerned, there shall be a joint meeting which will be held under the chairmanship of Regional Executive Director / Airport Director as mutually agreed to on the general and collective grievances of the regular non-executives.
  - (iv) The meetings of the Joint Consultative Machinery (JCM) at Central and Regional level will be held twice in a term of five years. The Central JCM meeting will be headed by Member (HR) and participation of Union will be restricted to not more than 60 (sixty) central office bearers of the Recognised Union only. The JCM meeting at Regional level will be headed by Regional Executive Director / Airport Director of Metro Airport and participation of the Union will be restricted to not more than 30 (thirty) local office bearers of the Recognised Union. For Regional JCM meetings, CHQ officers will be nominated as *Observer*.
  - (v) That the objective of the above periodical meetings will be to exchange information of organizational interest, discuss common issues relating to regular non-executives and to resolve such issues within the democratic forum and within the framework of rules & regulation.





12. **Transfer Exemption**: In terms of Corporate HRM Circular No. 1(d)/2020, eight (08) office bearers of the Central Executive Committee of Recognised Union shall be eligible for grant of transfer exemption from routine transfer during the term of *Recognition*. The General Secretary shall submit a consolidated list of CEC/COB members to Industrial Relations Section, Dept. of HRM, CHQ. In order to seek grant of transfer exemption in respect of aforesaid members, the General Secretary shall submit consolidated request to Industrial Relations Section, Dept. of HRM, CHQ. No such requests shall be made at Regional / Station level.
13. **Electricity & Water charges**: The Recognised Union shall be entitled to maximum of first **1500 units** towards electricity charges per month inclusive of meter charges & applicable taxes pertaining to electricity consumption at Central office accommodation allotted by the AAI Management to the Recognised Union. However, the consumption over & above the prescribed ceiling shall be borne by the Union. Moreover, the water consumption and license fee, if any, is also to be borne by the Union.
14. **Endorsement of Circulars, Office orders, etc.**: Copies of policy matters, Circulars, Office Orders and any other information considered important will be endorsed to the Recognised Union.
15. **Vacation of Accommodation and withdrawal of Facilities**: Consequent to expiry of *Recognition* period, the privileges & facilities accorded to the Recognised Union shall stand withdrawn with immediate effect.

**B. FACILITIES TO BE PROVIDED TO THE ALL INDIA PRESIDENT AND GENERAL SECRETARY OF THE RECOGNISED UNION**

- (i) **Telephone at Residence**: The All India President and the General Secretary of the Recognised Union will be provided a telephone at their residence with STD facility. The entitlement of free calls on bimonthly basis will be upto 6000 local calls + rent + service tax or actual, whichever is less.
- (ii) **Fuel Allowance**: The All India President and the General Secretary of the Recognised Union will be allowed reimbursement of fuel expenditure equivalent to the cost of **100 liters per month of petrol** for maintaining a vehicle for Union activities. This will be in addition to the fuel allowance drawn by them in the capacity of AAI employee as per their entitlement.
- (iii) **TA/DA and Air Journey**: The All India President and the General Secretary of the Recognised Union will be allowed to travel by Air (Economy Class) to attend official meetings / conferences convened by the management as per the requirement. They will be treated on duty for the period inclusive of their journey period. In case, the All India President and the General Secretary intend to travel by Train, they will be allowed to travel by First Class (AC).



*Privileges & Facilities to be provided to the Recognised Union*

- (iv) **Accommodation**: The All India President and the General Secretary of the Recognised Union will be entitled to use the retiring rooms being maintained by AAI at Airports / Units. In case, retiring room accommodation is not available, they will be provided hotel accommodation charges limited to the rent equivalent to single room in Hotel Ashok, New Delhi.
- (v) **Airport Entry Pass**: The All India President and the General Secretary of the Recognised Union shall be given appropriate identity / permission card for visiting office premises for interaction with designated officials of the management at all offices / stations of AAI. The movement in the restricted premises of the AAI, controlled by the Bureau of Civil Aviation Security, the movements in such premises will have to be channelized through the appropriate authorities.
- (vi) **Internet facility**: The internet facility will be provided to the All India President and the General Secretary of the Recognised Union.
- (vii) **Mobile handset**: Mobile handset will be provided to the All India President and the General Secretary restricting the reimbursement equivalent to the level of ED.
- (viii) **Mobile bill reimbursement**: The mobile bill reimbursement is allowed subject to the ceiling limit of existing entitlement of 6000 calls bimonthly to the All India President and the General Secretary of the Recognised Union.

\*\*\*\*\*

